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Superior Court of California,

County of San Diego

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Clerk of the Superior Court

By J. Ortler

,Deputy Clerk

9 Attorneys for Plaintiff ANDREW GONZALEZ in a Representative capacity, and on behalf of other
10 members of the general public similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13 ANDREW GONZALEZ in a Representative
14 capacity, and on behalf of other members of
15 the general public similarly situated,

16 Plaintiff,

17 v.

18 CHPROJECTS, INC. d.b.a. CONSORTIUM
19 HOLDINGS, a California Corporation;
20 SEKSCOBRA, INC., d.b.a. CRAFT &
21 COMMERCE/FALSE IDOL, a California
22 Corporation; ARSALUN TAFAZOLI, an
23 individual, and DOES 1-10, inclusive

24 Defendants

CASE NO. 25CU018393C

COMPLAINT FOR:

1. **MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
2. **MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
3. **OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
4. **WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
5. **FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 et seq.**
6. **FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 et seq.**

COMES NOW Plaintiff ANDREW GONZALEZ ("Plaintiff"), in a Representative capacity, on behalf of all aggrieved employees, and on behalf of other members of the general public similarly situated, and alleges for his complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff's injuries occurred in the County of San Diego, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant CH PROJECTS, INC., d.b.a. CONSORTIUM HOLDINGS (Referred to herein as "Defendants" or "CH"), was and is a California Corporation doing business throughout the state, including the County of San Diego, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant SEKSCOBRA, INC., d.b.a. CRAFT & COMMERCE/FALSE IDOL (Referred to herein as "Defendants" or "CH"), was and is a California Corporation doing business throughout the state, including the County of San Diego, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant ARSALUN TAFAZOLI, (Referred to herein as "Defendants" or "CH"), was and is an individual doing business throughout the state, including the County of San Diego, State of California. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege

1 their true names and capacities after the same have been ascertained.

- 2 4. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
3 Defendants is responsible in some manner for the wrongs and damages as herein alleged, and
4 in so acting was functioning as the agent, servant, partner, and employee of the co-defendants,
5 and in doing the actions mentioned below, was acting within the course and scope of his or her
6 authority as such agent, servant, partner, and employee with the permission and consent of the
7 co-defendants. Plaintiff's injuries as herein alleged were proximately caused by said
8 defendants. Wherever it is alleged herein that any act or omission was done or committed by
9 any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does
10 allege that the same act or omission was also done and committed by each and every defendant
11 named as a DOE, both separately and in concert with the named Defendant or Defendants.
- 12 5. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them,
13 including DOES 1 through 10, are and at all times herein mentioned were either individuals,
14 sole proprietorships, partnerships, registered professionals, corporations, alter egos or other
15 legal entities which were licensed to do and/or were doing business in the County of San
16 Diego, State of California at all times relevant to the subject matter of this action.

17 **FACTUAL BACKGROUND**

- 18 6. Plaintiff was employed by Defendants from approximately 2016 through November 27, 2024.
19 Throughout his employment with Defendants, Plaintiff has performed his job in a capable, and
20 competent manner.
- 21 7. Throughout the term of their employment, Plaintiff and all other aggrieved employees were,
22 and currently are, denied the benefits and protections of the Labor Code due to Defendants'
23 institutionalized pay practices, standard as to all of Defendants' California-based employees.
- 24 8. On January 14, 2025, counsel for Plaintiff prepared and submitted via online filing a letter to
25 the California Labor & Workforce Development Agency ("LWDA"). A copy of the letter was
26 mailed to Defendants, via USPS Certified Mail. The letter contained the specific provisions
27 of the California Labor Code and Business and Professions Code violated by Defendants, as
28 well as the facts and theories in support of Plaintiff's claims. (Please see **Exhibit 1**, a true and

correct copy of this letter.)

9. The statutory time period for the LWDA to investigate and/or respond, and for the employer to respond, has concluded.

CO-EMPLOYER ALLEGATIONS

10. Plaintiff alleges that Defendants CH PROJECTS INC. d.b.a. CONSORTIUM HOLDINGS; SEKSCOBRA INC., d.b.a. CRAFT & COMMERCE/FALSE IDOL; and ARSALUN TAF AZOLI, are acting as co-employers pursuant to California law. The California Court of Appeal confirmed in *Atempa v. Pedrazzani* and *Usher v. White*, that under CA Labor Code sections 558 and 1197.1, PAGA penalties can be levied on individual owners, officers, and agents of the business for violations of California minimum wage and overtime laws. Pursuant to section 558, this includes violations of sections: 203, 226, 226.7, 1193.6, 1194, and 2802. Individual ARSALUN TAF AZOLI is listed as Director, Chief Executive Officer, Secretary, Chief Financial Officer, and Agent of Service of Process on CH PROJECTS INC. d.b.a. CONSORTIUM HOLDINGS; and SEKSCOBRA INC., d.b.a. CRAFT & COMMERCE/FALSE IDOL Statements of Information filed with the California Secretary of State's office. In these capacities, ARSALUN TAF AZOLI is acting as managing agent for CH PROJECTS INC. d.b.a. CONSORTIUM HOLDINGS; and SEKSCOBRA INC., d.b.a. CRAFT & COMMERCE/FALSE IDOL, and in doing so is exercising substantial discretionary authority over decisions that determine those companies corporate policies and practices. These policies and practices are a direct cause of Labor Code Violations experienced by Plaintiff and other aggrieved employees.
11. California law holds multiple entities may be employers where they control different aspects of the employment relationship. *Castaneda v. Ensign Group, Inc.* (2014) 229 Cal.App.4th 1015, 1020. "The parties' use of a label to describe their relationship does not control and will be ignored where the evidence of their actual conduct establishes a different relationship exists." *Id.* at 1021 citing *Futrell v. Payday California, Inc.* (2010) 190 Cal.App.4th 1419, 1434. Joint-employer liability will be imposed where each entity can exercise control over wages, hours, or working conditions, directly or indirectly, or through an agent or any other

1 person; or suffer or permit employees to work. *Martinez v. Combs*, (2010) 49 Cal.4th 35.

- 2 12. Pursuant to its own secretary of state filings, CH PROJECTS d.b.a. CONSORTIUM
3 HOLDINGS shares the same officers as SEKSCOBRA INC., d.b.a. CRAFT &
4 COMMERCE/FALSE IDOL. All Defendants under CH Projects have ARSALUN TAFAZOLI
5 as their officers. All Defendants share a principal and/or mailing address, 631 9th Street, San
6 Diego CA, 92101. All Defendants share an agent for service of process, ARSALUN
7 TAFAZOLI.

8 **REPRESENTATIVE ALLEGATIONS**

- 9 13. As more specifically set forth below, Plaintiff brings this action in a representative capacity on
10 behalf of all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699;
11 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Plaintiff is proceeding in a
12 representative capacity under PAGA. Throughout the operative limitations period, Plaintiff and
13 all other aggrieved employees were denied the protections and benefits of the Labor Code due
14 to Defendants' standard practices. Throughout their employment, Plaintiff and all other
15 aggrieved employees were and are denied full and accurate compensation, including overtime
16 compensation, in violation of, *inter alia*, Labor Code sections 510, 1194, and 1197. Plaintiff
17 and the other aggrieved employees were and are denied Meal and Rest Periods and Meal and
18 Rest Period payments, in violation of, *inter alia*, Labor Code sections 226.7 and 512.
19 Defendants failed to furnish accurate itemized wage statements in violation of, *inter alia*,
20 Labor Code section 226. Defendants failed to reimburse Plaintiff and other aggrieved
21 employees for necessary business expenditures in violation of, *inter alia*, Labor Code section
22 2802. Defendants failed to provide all compensation due at termination of employment in
23 violation of, *inter alia*, Labor Code sections 201 through 203.

- 24 14. Plaintiff brings this action on the grounds that he and other current and former aggrieved
25 employees of Defendants were and are improperly denied the mandated wages resulting from
26 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The
27 number of current and former aggrieved employees is believed to exceed One Thousand (1000)
28 members.

- 1 15. The approximately One Thousand (1000) aggrieved employees are comprised of Defendants’
2 current or former California-based employees.
- 3 16. The questions of law and fact common to all aggrieved employees arising from Defendants’
4 actions include, among others, the following:
- 5 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
6 double time wages due and owing to them;
 - 7 b. Whether Defendants failed to pay its employees all compensation due and owing at
8 termination of employment;
 - 9 c. Whether Defendants failed to provide its employees with statutorily-compliant Meal
10 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
11 226.7, in that Defendants’ written policies are not compliant with California law, and
12 Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
 - 13 d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in
14 accordance with law;
 - 15 e. Whether Defendants failed to properly calculate and pay its employees overtime
16 compensation or Meal and Rest Period Premiums in accordance with law by failing to
17 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
18 other non-discretionary compensation; and
 - 19 f. Whether Defendants failed to properly reimburse its employees for necessary business
20 expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of
21 Labor Code section 2802.
- 22 17. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial
23 Welfare Commission Wage Orders of the State of California, including, but not limited to,
24 California Labor Code section 2698 *et seq.*
- 25 18. At all times mentioned herein, Defendants are and were “employers” as that term is used
26 within the relevant sections of the California Labor Code.
- 27 19. Plaintiff has exhausted his administrative remedies and pre-filing requirements pursuant to
28 California Labor Code section 2699.3, and has also fulfilled all notice requirements under the

1 statute.

- 2 20. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were
3 denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to
4 Defendants' standard practices. Said violations are set forth below.

5 **FIRST CAUSE OF ACTION**
6 **Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.**
7 **Representative Action**
8 **(By Plaintiff against Defendants and DOES 1 through 10)**

- 9 21. Plaintiff hereby incorporates by reference paragraphs 1 through 20 as though fully set forth
10 herein.

- 11 22. Labor Code section 1198 states:

12 The maximum hours of work and the standard conditions of labor fixed
13 by the commission shall be the maximum hours of work and the
14 standard conditions of labor for employees. The employment of any
15 employee for longer hours than those fixed by the order or under
16 conditions of labor prohibited by the order is unlawful.

17 Defendants violated this section by establishing working conditions below the standard of the
18 applicable Wage Order.

- 19 23. Under applicable California law, "An employer may not employ an employee for a work period
20 of more than five hours per day without providing the employee with a Meal Period of not less
21 than 30 minutes [...] An employer may not employ an employee for a work period of more than
22 10 hours per day without providing the employee with a second Meal Period of not less than
23 30 minutes" Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11050 (11)(A).

- 24 24. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal
25 Period shall be considered an "on duty" Meal Period and counted as time worked. 8 Cal. Code
26 Regs. § 11050 (11).

- 27 25. California law requires employers to provide nonexempt employees with a 10-minute Rest
28 Period for every four hours worked, or "major fraction thereof." 8 Cal. Code Regs. § 11050
(11).

- 29 26. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage
Order must pay the employee one additional hour of pay at the employee's regular rate of pay

- 1 for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal.
2 Code Regs. § 11050 (11), (12).
- 3 27. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period
4 policies.
- 5 28. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy,
6 and makes no attempt to ensure that its employees are either timely or wholly provided Meal
7 Periods or Rest Periods. As an example, CH Time Records (produced by CH) show that on
8 February 28, 2024, Mr. Gonzalez started a shift at 12:11 p.m. and then ended this shift at 8:24
9 p.m. On this date, Mr. Gonzalez **worked a shift lasting 8 hours and 13 minutes** without
10 receiving a Meal Period. Further, the CH Wage Statements indicate **no** California Meal Period
11 Penalty was paid for this Pay Period. (Please see **Exhibit 1: Exhibit A therein**).
- 12 29. Defendants would also pressure employees to either skip, or cut short, Meal Periods and Rest
13 Periods, based on workload volume and coverage issues.
- 14 30. In addition, Defendants had notice of Plaintiff working outside of his scheduled and/or
15 reported hours, as well as within Meal and Rest Periods, but failed to provide any
16 compensation for this work-time.
- 17 31. Defendants willfully failed and refused to pay Plaintiff and all other aggrieved employees one
18 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period
19 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 5 § (11),
20 (12).
- 21 32. Any payments made by Defendants for non-compliant Meal Periods were not paid at the
22 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage
23 Orders. Instead, these payments were made at an employee's base rate and did not include the
24 value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for
25 example, non-discretionary compensation and other employee benefits.
- 26 33. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
27 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
28 proven at trial.

1 34. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
2 behalf of himself and all other aggrieved employees by and through Labor Code section
3 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
4 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
5 Prayer For Relief.

6 35. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
7 pursuant to Labor Code sections 2699(a) for each of these employees.

8 36. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
9 section 2699(g)(1).

10 **SECOND CAUSE OF ACTION**
11 **Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.**
12 **Representative Action**
13 **(By Plaintiff against Defendants and DOES 1 through 10)**

14 37. Plaintiff hereby incorporates by reference paragraphs 1 through 36 as though fully set forth
15 herein.

16 38. Defendants failed to pay its employees all compensation due in violation of, among other
17 statutes, Labor Code section 1197. California law holds that the failure to pay for any work
18 time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal.
19 App.4th 314, 323. These violations were caused by and through Defendants' failure to
20 maintain accurate Time Records (as required by California law), to the detriment of the
21 employees. Specifically, although Defendants would receive "to-the-minute" start and end
22 times (from their employees' mandated timekeeping practices), Defendants would thereafter
23 alter - and deduct time from - the Time Records, prior to payment of compensation to the
24 employees. Additionally, the right to receive the proper minimum wage compensation was
25 impacted by Defendants knowingly failing to consider other work performed by the employees,
26 including all time employees were under Defendants' control. These actions, and instructions,
27 caused the employees to lose compensation, including proper minimum wage compensation
28 and overtime compensation.

39. Defendants failed to pay Plaintiff and other employees split shift premium wages due for work

1 shifts interrupted by long unpaid periods of time in violation of, *inter alia* IWC Wage Order
2 5, subp. 4(C), and/or any other applicable wage orders. CH Time Records reveal Plaintiff
3 worked workdays with long, uncompensated breaks that could last several hours. As a *first*
4 example, CH Time Records (produced by CH) show that on January 3, 2024, Plaintiff started
5 a shift at 7:54 a.m., and then clocked out at 10:03 a.m. He was then was required to wait **9**
6 **hours and 2 minutes** before he clocked back in to his shift at 7:05 p.m, and then ended his
7 shift at 11:49 p.m. (**Exhibit 1: Exhibit C therein**). As a *second* example, CH Time Records
8 (produced by CH) show that on January 9, 2024, Plaintiff started a shift at 12:04 p.m., and then
9 clocked out at 3:28 p.m. He was then was required to wait **4 hours** before he clocked back in
10 to his shift at 7:28 p.m, and then ended his shift at 12:31 a.m. (**Exhibit 1: Exhibit C therein**).
11 Further, the CH Wage Statements indicate **no** “split shift premium” was paid for this Pay
12 Period. Further, the CH Wage Statements indicate **no** “split shift premium” was paid for this
13 Pay Period.

14 40. As a result of Defendants’ failure to comply with the provisions of the Labor Code, Plaintiff
15 and all other aggrieved employees have been damaged in an amount to be proven at trial.

16 41. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
17 behalf of himself and all other aggrieved employees by and through Labor Code section
18 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
19 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
20 Prayer For Relief.

21 42. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
22 pursuant to Labor Code sections 2699(a) for each of these employees.

23 43. Plaintiff also seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code
24 section 2699(g)(1).

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THIRD CAUSE OF ACTION
Overtime Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

44. Plaintiff hereby incorporates by reference paragraphs 1 through 43 as though fully set forth herein.
45. Defendants failed to pay Plaintiff and all other aggrieved employees all compensation, including overtime compensation, due in violation of, among other statutes, Labor Code section 510. These violations occurred due to Defendants' illegal policies, referenced above, whereby employees experienced monetary under-compensation. The systematic failure to provide proper overtime compensation is a violation of California law.
46. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but not limited to, various forms of bonus and/or incentive pay, and the value of employee benefits and employee discounts, in violation of Labor Code section 510.
47. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proved at trial.
48. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.
49. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.
50. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

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FOURTH CAUSE OF ACTION
Wage Statement Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

51. Plaintiff hereby incorporates by reference paragraphs 1 through 50 as though fully set forth herein.
52. Defendants failed to provide Plaintiff and all other aggrieved employees with accurate itemized wage statements in violation of, among other statutes, Labor Code section 226. These violations include, but are not limited to, Defendants' failure to accurately identify all applicable regular and overtime (including double-time) rates of pay in violation of section 226(a)(9), and providing inaccurate representations of both "gross" and "net wages." Defendants also failed to accurately list "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate," in violation of 226(a)(9). Defendants also failed to provide an accurate showing of the "total hours worked," in violation of Labor Code section 226(a)(2). For example, Defendants had notice of employees working outside of their scheduled and/or reported hours, as well as within Meal and Rest Periods, but did not provide compensation.
53. Further, the Defendants' wage statement listings are confusing and employees cannot readily ascertain their total hours worked, applicable rates, and all gross and net wages. As one example, Defendants are apparently using a time calculating system other than "minutes", but without explanation to the employees within the wage statement.
54. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.
55. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

1 56. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
2 pursuant to Labor Code sections 2699(a) for each of these employees.

3 57. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
4 section 2699(g)(1).

5 **FIFTH CAUSE OF ACTION**
6 **Failure to Reimburse Pursuant to Labor Code § 2698 et seq.**
7 **Representative Action**
8 **(By Plaintiff against Defendants and DOES 1 through 10)**

9 58. Plaintiff hereby incorporates by reference paragraphs 1 through 57 as though fully set forth
10 herein.

11 59. Defendants failed to reimburse their employees for all necessary business expenditures
12 incurred in direct consequence of the discharge of their duties in violation of, among other
13 statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants'
14 standard policies which require its employees to incur mileage and to use their own cell phones
15 for work-related purposes, without reimbursement.

16 60. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
17 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
18 proven at trial.

19 61. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
20 behalf of himself and all other aggrieved employees by and through Labor Code section
21 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
22 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
23 Prayer For Relief.

24 62. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
25 pursuant to Labor Code sections 2699(a) for each of these employees.

26 63. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
27 section 2699(g)(1).

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SIXTH CAUSE OF ACTION
Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

64. Plaintiff hereby incorporates by reference paragraphs 1 through 59 as though fully set forth herein.

65. Defendants failed to provide Plaintiff and other aggrieved employees with all wages earned and unpaid at termination in violation of, among other statutes, Labor Code sections 201 through 203. These violations resulted from, among other unlawful actions, Defendants' willful failure to provide accurate and complete compensation to aggrieved employees under Labor Code sections 226.7, 510, 512, 1197, and 2802, as set forth above.

66. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

67. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

68. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

69. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all aggrieved employees, prays for judgment as follows:

1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section 2699(g)(1);
2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
3. For such other relief as the Court deems just and proper.

Dated: April 8, 2025

SULLIVAN & YAECKEL LAW GROUP, APC



Eric K. Yaeckel
Ryan T. Kuhn
Attorneys for Plaintiff ANDREW GONZALEZ in a
Representative capacity, and on behalf of other
members of the general public similarly situated

Exhibit 1

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

January 14, 2025

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re:

Andrew Gonzalez v. CH Projects, Inc. d.b.a. Consortium Holdings; Sekscobra Inc., d.b.a. Craft & Commerce/False Idol; Dog & Pony, Inc d.b.a. Polite Provisions; Neighborhood Holdings, Inc. d.b.a. Neighborhood/Noble Experiment; Ironside, Inc. d.b.a. Ironside Fish & Oyster; Hara No Shita De Holdings, Inc. d.b.a. Underbelly; Soda & Swine Inc. d.b.a. Fortunate Son; Late Mornings, Inc. d.b.a. Morning Glory/Born And Raised; Raised by Wolves Ventures, Inc. d.b.a. Raised By Wolves; Stoic Holdings, Inc. d.b.a. The Reading Room/Seneca; Opposite Holdings, Inc. d.b.a. Part Time Lover; Morning Grace Holdings, Inc. d.b.a. Morning Glory; and Arsalun Tafazoli

Our File No.:

7451

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by CH Projects, Inc. d.b.a. Consortium Holdings; Sekscobra Inc., d.b.a. Craft & Commerce/False Idol; Dog & Pony, Inc d.b.a. Polite Provisions; Neighborhood Holdings, Inc. d.b.a. Neighborhood/Noble Experiment; Ironside, Inc. d.b.a. Ironside Fish & Oyster; Hara No Shita De Holdings, Inc. d.b.a. Underbelly; Soda & Swine Inc. d.b.a. Fortunate Son; Late Mornings, Inc. d.b.a. Morning Glory/Born And Raised; Raised by Wolves Ventures, Inc. d.b.a. Raised By Wolves; Stoic Holdings, Inc. d.b.a. The Reading Room/Seneca; Opposite Holdings, Inc. d.b.a. Part Time Lover; Morning Grace Holdings, Inc. d.b.a. Morning Glory (hereinafter referred to as “CH Projects”). in the above referenced matter. This “written notice” is filed on behalf of Mr. Gonzalez, and all current and former non-exempt employees employed by CH Projects. Thank you for your assistance and instruction on this issue.

Please Note: In providing said notice, Plaintiff intends to proceed in a “representative capacity only.” Plaintiff is not seeking any individual relief. This is consistent with recent California Court of Appeal precedent. See *Balderas v Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533. However, Plaintiff is also aware of a potentially conflicting Court of Appeal Opinion in *Leeper v. Shipt, Inc.* (2024) Second Dist, Div One, Case No. B339670. The *Leeper* Court required a PAGA Plaintiff to proceed on a representative and individual basis. Accordingly, Plaintiff has also provided notice herein of individual labor code violations experienced by Plaintiff. Plaintiff will pursue penalties for these individual violations only in the event that future precedent, or a ruling from the Court, requires that Plaintiff proceed in an individual and representative basis.

Pursuant to its own secretary of state filings, CH Projects d.b.a. Consortium Holdings shares the same officers as Sekscobra Inc., d.b.a. Craft & Commerce/False Idol; Dog & Pony, Inc d.b.a. Polite Provisions; Neighborhood Holdings, Inc. d.b.a. Neighborhood/Noble Experiment; Ironside, Inc. d.b.a. Ironside Fish & Oyster; Hara No Shita De Holdings, Inc. d.b.a. Underbelly; Soda & Swine Inc. d.b.a. Fortunate Son; Late Mornings, Inc. d.b.a. Morning Glory/Born And Raised; Raised by Wolves Ventures, Inc. d.b.a. Raised By Wolves; Stoic Holdings, Inc. d.b.a. The Reading Room/Seneca; Opposite Holdings, Inc. d.b.a. Part Time Lover; Morning Grace Holdings, Inc. d.b.a. Morning Glory. All Defendants under CH Projects have Arsalun Tafazoli as officers. All Defendants share a principal and/or mailing address, 631 9th Street, San Diego CA, 92101. All Defendants share an agent for service of process, Arsalun Tafazoli.

The California Court of Appeal has confirmed in *Atempa v. Pedrazzani* and *Usher v. White*, that under CA Labor Code section 558, PAGA penalties can be levied on individual owners, officers, and agents of the business for violations of CA minimum wage and overtime laws. Pursuant to section 558, this includes violations of sections: 203, 226, 226.7, 1193.6, 1194, and 2802. Individual Arsalun Tafazoli is listed as Secretary, Chief Executive Officer, Chief Financial Officer, and Director on every one of the above named business entities Statements of Information filed with the California Secretary of State’s office.

The specific provisions alleged to have been violated by CH Projects are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 510, 512, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 5, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11050 *et seq.*

Facts and theories supporting the allegations: Mr. Gonzalez was employed as a non-exempt employee for CH Projects from approximately 2016 through November 27, 2024.

Throughout the term of Mr. Gonzalez’ employment, CH Projects required Mr. Gonzalez and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

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Minimum Wage and Overtime Violations

- CH Projects failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 204, 510, IWC Wage Order 5, and/or any other applicable wage orders. This illegal action is due, in part, to CH Projects's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, CH Projects would instruct Mr. Gonzalez to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, CH Projects would often require Mr. Gonzalez to work extended hours (beyond scheduled hours), without compensation. Further, CH Projects would regularly contact Mr. Gonzalez outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, CH Projects has notice of Mr. Gonzalez, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Mr. Gonzalez was frequently scheduled to be "On Call" outside of when his work shifts ended, but was never compensated for this time. Further, CH Projects failed to properly calculate and pay overtime at the actual overtime rate of pay, as CH Projects ignores certain compensation when calculating the Regular Rate of Pay. More specifically, CH Projects failed to properly calculate the legal Overtime Rate of Pay, by (among other issues) failing to consider certain non-discretionary forms of compensation (including, but not limited to bonuses, commissions, and/or other non-discretionary compensation).

Failure to Provide Compliant Meal Periods

- CH Projects failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, CH Projects does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy or understaffed the employees were on a given day. As a *first* example, CH Projects Time Records (produced and verified by CH Projects) show that on February 28, 2024, Mr. Gonzalez started a shift at 12:11 p.m. and then ended this shift at 8:24 p.m. On this date, Mr. Gonzalez **worked a shift lasting 8 hours and 13 minutes** without receiving a Meal Period. Further, the CH Projects Wage Statements indicate **no** California Meal Period Penalty was paid for this Pay Period. (Please see **Exhibit A**).

- CH Projects would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or customers at all times. CH Projects has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added.). Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, CH Projects failed to pay Meal Period Premiums at the proper rate, as CH Projects fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- CH Projects required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, CH Projects would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.
- CH Projects illegally retained control over its employees during Meal Periods. For example, CH Projects required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- CH Projects failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, CH Projects does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. CH Projects makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be

provided only one Rest Period, even when they were working in excess of 6.5 hours a day. CH Projects would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and/or customers at all times. Mr. Gonzalez often was required to work during Rest Periods in order to complete his daily duties before he ended his shift for the day. CH Projects has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which CH Projects would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- CH Projects required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, CH Projects would interrupt, or cut short, its employees’ Rest Periods and require them to return to work.
- Finally, CH Projects illegally retained control over its employees during Rest Periods. For example, CH Projects required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- CH Projects violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Mr. Gonzalez, and other employees were not compensated for all hours worked (due in part to CH Projects requirement that employees list only *scheduled* work-times, not actual work-times.)
- CH Projects violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, CH Projects (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which CH Projects would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- CH Projects violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Mr. Gonzalez, and the other employees were not compensated for all hours worked (due in part to CH Projects requiring employees to list only *scheduled* work-times, not

actual work-times to include “on-call” hours). CH Projects does not explain how its system describes “time worked” on the Wage Statement itself. As one example, for the pay period ending June 30, 2024 CH Projects Wage Statements indicate Mr. Gonzalez was paid for “47.88” regular hours. (Please see **Exhibit B**). As such, Mr. Gonzalez cannot “readily ascertain” what these figures mean. This is because CH Projects is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.88”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, CH Projects failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- CH Projects failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Mr. Gonzalez, and other non-exempt employees, including expenses for cell-phone costs, necessary work supplies, and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- CH Projects failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that CH Projects failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

Failure to Pay Split Shift Premiums

- CH Project's Time records reveal that Mr. Gonzalez and other employees were working workdays with long, uncompensated breaks that could last several hours. CH Projects's records further reveal that CH Projects did not pay Mr. Gonzalez and other employees the split shift premium wages due for those workdays in violation of, *inter alia*, Labor Code section 558 and IWC Wage Order 5, subp. 4(C), and/or any other applicable wage orders. As a *first* example, CH Projects Time Records (produced by CH Projects) show that on January 9, 2024, Mr. Gonzalez started a shift at 12:04 p.m., and then clocked out at 3:28 p.m. He was then was required to wait **4 hours** before he clocked back in to his shift at 7:28 p.m., and then ended his shift at 12:31 a.m. (**Exhibit C**). Further, the CH Projects Wage Statements indicate **no** “split shift premium” was paid for this Pay Period. As a *second* example, CH Projects Time Records (produced by CH Projects) show that on January 3, 2024, Mr. Gonzalez started a shift at 7:54 a.m., and then clocked out at 10:03 a.m. He was then was

required to wait **9 hours and 2 minutes** before he clocked back in to his shift at 7:05 p.m, and then ended his shift at 11:49 p.m. (**Exhibit C**). Further, the CH Projects Wage Statements indicate **no** “split shift premium” was paid for this Pay Period.

To confirm, CH Projects is a “person” as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Ryan T. Kuhn, Esq.

cc: *Via Certified U.S. Mail*

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Arsalun Tafazoli
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Seltzer Caplan McMahon Vitek
Daniel E. Eaton
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San Diego, CA 92101

Exhibit A

Consortium Holdings

Payroll Report

Gonzalez, Andrew

Date Range: 1/1/2024 to 12/31/2024

Report Group: Craft & Commerce

Stores Reporting: 92%

BARTENDER

BARTENDER										Paid	Unpaid												Autograts				
Date	In	Out	Loc #	Job	Reg Hrs	OT Hrs	DT Hrs	Tot Hrs	Break	Break	Brk Pay	Rate	Reg Pay	OT Pay	DT Pay	Special	Total Pay	CC Tips	Decl	Tips	Sales						
1/2/2024	4:02 PM	9:33 PM	1	BARTENDER	5.02	0.00	0.00	5.02	0.00	0.00	0.00	16.85	84.60	0.00	0.00	0.00	84.60	0.00			0.00						
1/3/2024	7:54 AM	10:03 AM	1	BARTENDER	2.15	0.00	0.00	2.15	0.00	0.00	0.00	16.85	36.25	0.00	0.00	0.00	36.25	0.00			0.00						
1/3/2024	7:05 PM	11:49 PM	1	BARTENDER	4.73	0.00	0.00	4.73	0.00	0.00	0.00	16.85	79.70	0.00	0.00	0.00	79.70	0.00			0.00						
1/8/2024	2:06 PM	6:18 PM	1	BARTENDER	3.69	0.00	0.00	3.69	0.00	0.00	0.00	16.85	62.24	0.00	0.00	0.00	62.24	0.00			0.00						
1/9/2024	12:04 PM	3:28 PM	1	BARTENDER	3.40	0.00	0.00	3.40	0.00	0.00	0.00	16.85	57.29	0.00	0.00	0.00	57.29	0.00			0.00						
1/9/2024	7:28 PM	12:31 AM	1	BARTENDER	4.60	0.46	0.00	5.06	0.00	0.00	0.00	16.85	77.51	11.54	0.00	0.00	89.04	0.00			0.00						
1/10/2024	8:10 AM	11:17 AM	1	BARTENDER	3.12	0.00	0.00	3.12	0.00	0.00	0.00	16.85	52.58	0.00	0.00	0.00	52.58	0.00			0.00						
1/10/2024	7:03 PM	12:33 AM	1	BARTENDER	4.88	0.61	0.00	5.49	0.00	0.00	0.00	16.85	82.22	15.48	0.00	0.00	97.70	0.00			0.00						
1/13/2024	4:01 PM	1:32 AM	1	BARTENDER	8.00	1.00	0.00	9.00	0.00	0.00	0.00	16.85	134.80	25.24	0.00	0.00	160.04	0.00			0.00						
1/15/2024	2:18 PM	6:39 PM	1	BARTENDER	4.35	0.00	0.00	4.35	0.00	0.00	0.00	16.85	73.38	0.00	0.00	0.00	73.38	0.00			0.00						
1/16/2024	7:29 PM	11:51 PM	1	BARTENDER	4.38	0.00	0.00	4.38	0.00	0.00	0.00	16.85	73.73	0.00	0.00	0.00	73.73	0.00			0.00						
1/17/2024	7:43 AM	9:15 AM	1	BARTENDER	1.53	0.00	0.00	1.53	0.00	0.00	0.00	16.85	25.84	0.00	0.00	0.00	25.84	0.00			0.00						
1/20/2024	3:58 PM	1:20 AM	1	BARTENDER	8.00	0.86	0.00	8.86	0.00	0.00	0.00	16.85	134.80	21.64	0.00	0.00	156.44	0.00			0.00						
1/22/2024	2:00 PM	6:29 PM	1	BARTENDER	4.49	0.00	0.00	4.49	0.00	0.00	0.00	16.85	75.73	0.00	0.00	0.00	75.73	0.00			0.00						
1/24/2024	7:15 AM	11:36 AM	1	BARTENDER	4.35	0.00	0.00	4.35	0.00	0.00	0.00	16.85	73.29	0.00	0.00	0.00	73.29	0.00			0.00						
1/24/2024	7:32 PM	12:53 AM	1	BARTENDER	3.65	1.70	0.00	5.35	0.00	0.00	0.00	16.85	61.51	42.91	0.00	0.00	104.43	0.00			0.00						
1/27/2024	4:02 PM	11:07 PM	1	BARTENDER	6.57	0.00	0.00	6.57	0.00	0.00	0.00	16.85	110.73	0.00	0.00	0.00	110.73	0.00			0.00						
1/29/2024	2:06 PM	8:46 PM	1	BARTENDER	6.15	0.00	0.00	6.15	0.00	0.00	0.00	16.85	103.71	0.00	0.00	0.00	103.71	0.00			0.00						
1/30/2024	5:35 PM	12:04 AM	1	BARTENDER	5.95	0.00	0.00	5.95	0.00	0.00	0.00	16.85	100.32	0.00	0.00	0.00	100.32	0.00			0.00						
1/31/2024	8:21 AM	12:17 PM	1	BARTENDER	3.94	0.00	0.00	3.94	0.00	0.00	0.00	16.85	66.34	0.00	0.00	0.00	66.34	0.00			0.00						
1/31/2024	7:28 PM	12:15 AM	1	BARTENDER	4.06	0.73	0.00	4.80	0.00	0.00	0.00	16.85	68.46	18.57	0.00	0.00	87.03	0.00			0.00						
2/3/2024	4:00 PM	11:59 PM	1	BARTENDER	7.48	0.00	0.00	7.48	0.00	0.00	0.00	16.85	126.10	0.00	0.00	0.00	126.10	0.00			0.00						
2/5/2024	2:04 PM	6:42 PM	1	BARTENDER	4.63	0.00	0.00	4.63	0.00	0.00	0.00	16.85	78.09	0.00	0.00	0.00	78.09	0.00			0.00						
2/6/2024	5:21 PM	12:03 AM	1	BARTENDER	6.19	0.00	0.00	6.19	0.00	0.00	0.00	16.85	104.24	0.00	0.00	0.00	104.24	0.00			0.00						
2/7/2024	7:49 AM	10:26 AM	1	BARTENDER	2.63	0.00	0.00	2.63	0.00	0.00	0.00	16.85	44.25	0.00	0.00	0.00	44.25	0.00			0.00						
2/7/2024	7:33 PM	12:20 AM	1	BARTENDER	4.78	0.00	0.00	4.78	0.00	0.00	0.00	16.85	80.52	0.00	0.00	0.00	80.52	0.00			0.00						
2/10/2024	7:02 PM	12:54 AM	1	BARTENDER	5.34	0.00	0.00	5.34	0.00	0.00	0.00	16.85	90.01	0.00	0.00	0.00	90.01	0.00			0.00						
2/12/2024	7:33 PM	12:02 AM	1	BARTENDER	4.50	0.00	0.00	4.50	0.00	0.00	0.00	16.85	75.77	0.00	0.00	0.00	75.77	0.00			0.00						
2/13/2024	5:31 PM	11:44 PM	1	BARTENDER	5.73	0.00	0.00	5.73	0.00	0.00	0.00	16.85	96.48	0.00	0.00	0.00	96.48	0.00			0.00						
2/14/2024	7:40 AM	11:15 AM	1	BARTENDER	3.59	0.00	0.00	3.59	0.00	0.00	0.00	16.85	60.41	0.00	0.00	0.00	60.41	0.00			0.00						
2/14/2024	6:02 PM	12:49 AM	1	BARTENDER	4.41	1.87	0.00	6.28	0.00	0.00	0.00	16.85	74.39	47.24	0.00	0.00	121.64	0.00			0.00						
2/17/2024	7:00 PM	1:26 AM	1	BARTENDER	5.92	0.00	0.00	5.92	0.00	0.00	0.00	16.85	99.75	0.00	0.00	0.00	99.75	0.00			0.00						
2/19/2024	2:08 PM	7:32 PM	1	BARTENDER	5.40	0.00	0.00	5.40	0.00	0.00	0.00	16.85	91.00	0.00	0.00	0.00	91.00	0.00			0.00						
2/20/2024	2:07 PM	5:13 PM	1	BARTENDER	3.09	0.00	0.00	3.09	0.00	0.00	0.00	16.85	52.11	0.00	0.00	0.00	52.11	0.00			0.00						
2/26/2024	5:30 PM	11:44 PM	1	BARTENDER	5.73	0.00	0.00	5.73	0.00	0.00	0.00	16.85	96.61	0.00	0.00	0.00	96.61	0.00			0.00						
2/27/2024	2:08 PM	7:51 PM	1	BARTENDER	5.72	0.00	0.00	5.72	0.00	0.00	0.00	16.85	96.41	0.00	0.00	0.00	96.41	0.00			0.00						
2/28/2024	12:11 PM	8:24 PM	1	BARTENDER	8.00	0.21	0.00	8.21	0.00	0.00	0.00	16.85	134.80	5.26	0.00	0.00	140.06	0.00			0.00						
3/2/2024	5:57 PM	2:09 AM	1	BARTENDER	7.69	0.00	0.00	7.69	0.00	0.00	0.00	16.85	129.65	0.00	0.00	0.00	129.65	0.00			0.00						
3/4/2024	1:26 PM	8:28 PM	1	BARTENDER	6.53	0.00	0.00	6.53	0.00	0.00	0.00	16.85	110.03	0.00	0.00	0.00	110.03	0.00			0.00						
3/5/2024	1:31 PM	7:21 PM	1	BARTENDER	5.22	0.00	0.00	5.22	0.00	0.00	0.00	16.85	87.98	0.00	0.00	0.00	87.98	0.00			0.00						
3/6/2024	12:29 PM	1:56 PM	1	BARTENDER	1.44	0.00	0.00	1.44	0.00	0.00	0.00	16.85	24.22	0.00	0.00	0.00	24.22	0.00			0.00						
3/6/2024	1:56 PM	8:41 PM	1	BARTENDER	6.25	0.00	0.00	6.25	0.00	0.00	0.00	16.85	105.29	0.00	0.00	0.00	105.29	0.00			0.00						
3/9/2024	6:06 PM	12:18 AM	1	BARTENDER	5.70	0.00	0.00	5.70	0.00	0.00	0.00	16.85	96.03	0.00	0.00	0.00	96.03	0.00			0.00						
3/11/2024	1:14 PM	1:57 PM	1	BARTENDER	0.71	0.00	0.00	0.71	0.00	0.00	0.00	16.85	11.88	0.00	0.00	0.00	11.88	0.00			0.00						
3/11/2024	1:57 PM	6:44 PM	1	BARTENDER	4.18	0.00	0.00	4.18	0.00	0.00	0.00	16.85	70.44	0.00	0.00	0.00	70.44	0.00			0.00						
3/12/2024	1:31 PM	7:36 PM	1	BARTENDER	5.40	0.00	0.00	5.40	0.00	0.00	0.00	16.85	90.96	0.00	0.00	0.00	90.96	0.00			0.00						

Consortium Holdings

Payroll Report

Date Range: 1/1/2024 to 12/31/2024

Report Group: Craft & Commerce

Stores Reporting: 92%

Metric: Employee Details

Employee ID: Payroll ID

Zero Rate Employees: Excluded

Show Break Edits: No

Sort Order: Employee Name

External Shifts: Excluded

Hide Zero Dollar Penalties: No

Multiple Locations: All Locations Combined

CC Tips Mode: Original

Filter: Last Name: Gonzalez

One or more locations have not been certified through Payroll Validation. This report is unsuitable for payroll purposes.

Break Reg[OT|DT] activity is already in associated job activity (Total = Reg + OT + DT)

Gonzalez, Andrew

										Paid		Unpaid											
										Break	Break	Brk Pay	Rate	Reg Pay	OT Pay	DT Pay	Special	Total Pay	CC Tips	Decl Tips	Sales		
Date	In	Out	Loc #	Job	Req Hrs	OT Hrs	DT Hrs	Tot Hrs	Req Hrs	OT Hrs	DT Hrs	Tot Hrs	Rate	Reg Pay	OT Pay	DT Pay	Special	Total Pay	CC Tips	Decl Tips	Sales		
1/2/2024	5:25 PM	5:56 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/8/2024	3:02 PM	3:33 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/13/2024	5:38 PM	6:10 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/20/2024	5:41 PM	6:12 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/27/2024	5:24 PM	5:54 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/29/2024	2:46 PM	3:16 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/30/2024	5:41 PM	6:13 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/3/2024	5:36 PM	6:06 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/6/2024	5:58 PM	6:28 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/10/2024	8:39 PM	9:10 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/13/2024	7:05 PM	7:35 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/14/2024	7:36 PM	8:06 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/17/2024	8:32 PM	9:03 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/26/2024	5:45 PM	6:15 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/2/2024	9:50 PM	10:20 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/4/2024	3:44 PM	4:15 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/5/2024	3:04 PM	3:41 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/6/2024	1:58 PM	2:26 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/9/2024	6:49 PM	7:19 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/11/2024	3:38 PM	4:14 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/12/2024	2:56 PM	3:37 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/13/2024	2:24 PM	2:55 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/16/2024	8:53 PM	9:23 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/19/2024	3:15 PM	3:55 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/20/2024	2:08 PM	2:39 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/23/2024	7:46 PM	8:18 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/26/2024	3:48 PM	4:23 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/27/2024	4:15 PM	4:46 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/30/2024	5:17 PM	5:47 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/2/2024	3:27 PM	3:58 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/6/2024	6:30 PM	7:00 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/9/2024	3:20 PM	3:51 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/10/2024	3:37 PM	4:07 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/13/2024	6:35 PM	7:07 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/16/2024	3:15 PM	3:46 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/17/2024	3:26 PM	3:57 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/20/2024	5:36 PM	6:06 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/21/2024	9:30 PM	10:00 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/22/2024	3:26 PM	3:58 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/23/2024	3:26 PM	3:58 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/24/2024	3:31 PM	4:01 PM	1	Break	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Exhibit B

Pay Summary: 2024 - 27 - 1

This summary is a record of a payment issued and not an image of the actual pay statement.

SEKSCOBRA INC
631 9th Ave
San Diego, CA 92101

Period Beginning Date
6/17/2024

Pay Date
7/5/2024

Co.
SD9

Clock

Home Dept
8105-C

Andrew Gonzalez
1458 Iantana ave
Chula Vista, CA 91911

Period Ending Date
6/30/2024

WGPS Advance Pay Date

File #
001058

Number
00270007

Worked In Dept
8105-C

Gross Pay

\$ 2,754.90

Regular	Rate: 16.8500	Hours: 47.88	\$ 806.78
Overtime	Rate: 25.2750	Hours: 0.45	\$ 11.37
CREDITCARDTIPS (field 3)			\$ 1,936.75
MEALS (field 3)			

Total Hours Worked: 48.33

Taxes

\$ 631.64

Federal Income Tax		\$ 312.36
Social Security		\$ 155.96
Medicare		\$ 36.47
State Worked In: California	Code: CA	\$ 99.18
SUI/SDI: California (Taxing)	Code: 75	\$ 27.67

Deductions

\$ 404.79

CAL - CAL	\$ 165.29
CCT - CCT	\$ -1,936.75
MED - MEDICAL	\$ 239.50
T - T	\$ 1,936.75

Take Home

\$ 1,718.47

CHKCK1	\$ 1,718.47
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Other Details

Memos

SIC AVAILABLE	80.00
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Exhibit C

Consortium Holdings

Payroll Report

Gonzalez, Andrew

BARTENDER

Date Range: 1/1/2024 to 12/31/2024
Report Group: Craft & Commerce
Stores Reporting: 92%

Date	In	Out	Loc #	Job	Reg Hrs	OT Hrs	DT Hrs	Tot Hrs	Paid			Rate	Reg Pay	OT Pay	DT Pay	Special	Total Pay	Autoqrats			Sales
									Break	Break	Brk Pay							CC Tips	Decl	Tips	
1/2/2024	4:02 PM	9:33 PM	1	BARTENDER	5.02	0.00	0.00	5.02	0.00	0.00	0.00	16.85	84.60	0.00	0.00	0.00	84.60	0.00	0.00	0.00	0.00
1/3/2024	7:54 AM	10:03 AM	1	BARTENDER	2.15	0.00	0.00	2.15	0.00	0.00	0.00	16.85	36.25	0.00	0.00	0.00	36.25	0.00	0.00	0.00	0.00
1/3/2024	7:05 PM	11:49 PM	1	BARTENDER	4.73	0.00	0.00	4.73	0.00	0.00	0.00	16.85	79.70	0.00	0.00	0.00	79.70	0.00	0.00	0.00	0.00
1/8/2024	2:06 PM	6:18 PM	1	BARTENDER	3.69	0.00	0.00	3.69	0.00	0.00	0.00	16.85	62.24	0.00	0.00	0.00	62.24	0.00	0.00	0.00	0.00
1/9/2024	12:04 PM	3:28 PM	1	BARTENDER	3.40	0.00	0.00	3.40	0.00	0.00	0.00	16.85	57.29	0.00	0.00	0.00	57.29	0.00	0.00	0.00	0.00
1/9/2024	7:26 PM	12:31 AM	1	BARTENDER	4.60	0.46	0.00	5.06	0.00	0.00	0.00	16.85	77.51	11.54	0.00	0.00	89.04	0.00	0.00	0.00	0.00
1/10/2024	8:10 AM	11:17 AM	1	BARTENDER	3.12	0.00	0.00	3.12	0.00	0.00	0.00	16.85	52.58	0.00	0.00	0.00	52.58	0.00	0.00	0.00	0.00
1/10/2024	7:03 PM	12:33 AM	1	BARTENDER	4.88	0.61	0.00	5.49	0.00	0.00	0.00	16.85	82.22	15.48	0.00	0.00	97.70	0.00	0.00	0.00	0.00
1/13/2024	4:01 PM	1:32 AM	1	BARTENDER	8.00	1.00	0.00	9.00	0.00	0.00	0.00	16.85	134.80	25.24	0.00	0.00	160.04	0.00	0.00	0.00	0.00
1/15/2024	2:18 PM	6:39 PM	1	BARTENDER	4.35	0.00	0.00	4.35	0.00	0.00	0.00	16.85	73.38	0.00	0.00	0.00	73.38	0.00	0.00	0.00	0.00
1/16/2024	7:29 PM	11:51 PM	1	BARTENDER	4.38	0.00	0.00	4.38	0.00	0.00	0.00	16.85	73.73	0.00	0.00	0.00	73.73	0.00	0.00	0.00	0.00
1/17/2024	7:43 AM	9:15 AM	1	BARTENDER	1.53	0.00	0.00	1.53	0.00	0.00	0.00	16.85	25.84	0.00	0.00	0.00	25.84	0.00	0.00	0.00	0.00
1/20/2024	3:58 PM	1:20 AM	1	BARTENDER	8.00	0.86	0.00	8.86	0.00	0.00	0.00	16.85	134.80	21.64	0.00	0.00	156.44	0.00	0.00	0.00	0.00
1/22/2024	2:00 PM	6:29 PM	1	BARTENDER	4.49	0.00	0.00	4.49	0.00	0.00	0.00	16.85	75.73	0.00	0.00	0.00	75.73	0.00	0.00	0.00	0.00
1/24/2024	7:15 AM	11:36 AM	1	BARTENDER	4.35	0.00	0.00	4.35	0.00	0.00	0.00	16.85	73.29	0.00	0.00	0.00	73.29	0.00	0.00	0.00	0.00
1/24/2024	7:32 PM	12:53 AM	1	BARTENDER	3.65	1.70	0.00	5.35	0.00	0.00	0.00	16.85	61.51	42.91	0.00	0.00	104.43	0.00	0.00	0.00	0.00
1/27/2024	4:02 PM	11:07 PM	1	BARTENDER	6.57	0.00	0.00	6.57	0.00	0.00	0.00	16.85	110.73	0.00	0.00	0.00	110.73	0.00	0.00	0.00	0.00
1/29/2024	2:06 PM	8:46 PM	1	BARTENDER	6.15	0.00	0.00	6.15	0.00	0.00	0.00	16.85	103.71	0.00	0.00	0.00	103.71	0.00	0.00	0.00	0.00
1/30/2024	5:35 PM	12:04 AM	1	BARTENDER	5.95	0.00	0.00	5.95	0.00	0.00	0.00	16.85	100.32	0.00	0.00	0.00	100.32	0.00	0.00	0.00	0.00
1/31/2024	8:21 AM	12:17 PM	1	BARTENDER	3.94	0.00	0.00	3.94	0.00	0.00	0.00	16.85	66.34	0.00	0.00	0.00	66.34	0.00	0.00	0.00	0.00
1/31/2024	7:28 PM	12:15 AM	1	BARTENDER	4.06	0.73	0.00	4.80	0.00	0.00	0.00	16.85	68.46	18.57	0.00	0.00	87.03	0.00	0.00	0.00	0.00
2/3/2024	4:00 PM	11:59 PM	1	BARTENDER	7.48	0.00	0.00	7.48	0.00	0.00	0.00	16.85	126.10	0.00	0.00	0.00	126.10	0.00	0.00	0.00	0.00
2/5/2024	2:04 PM	6:42 PM	1	BARTENDER	4.63	0.00	0.00	4.63	0.00	0.00	0.00	16.85	78.09	0.00	0.00	0.00	78.09	0.00	0.00	0.00	0.00
2/6/2024	5:21 PM	12:03 AM	1	BARTENDER	6.19	0.00	0.00	6.19	0.00	0.00	0.00	16.85	104.24	0.00	0.00	0.00	104.24	0.00	0.00	0.00	0.00
2/7/2024	7:49 AM	10:26 AM	1	BARTENDER	2.63	0.00	0.00	2.63	0.00	0.00	0.00	16.85	44.25	0.00	0.00	0.00	44.25	0.00	0.00	0.00	0.00
2/7/2024	7:33 PM	12:20 AM	1	BARTENDER	4.78	0.00	0.00	4.78	0.00	0.00	0.00	16.85	80.52	0.00	0.00	0.00	80.52	0.00	0.00	0.00	0.00
2/10/2024	7:02 PM	12:54 AM	1	BARTENDER	5.34	0.00	0.00	5.34	0.00	0.00	0.00	16.85	90.01	0.00	0.00	0.00	90.01	0.00	0.00	0.00	0.00
2/12/2024	7:33 PM	12:02 AM	1	BARTENDER	4.50	0.00	0.00	4.50	0.00	0.00	0.00	16.85	75.77	0.00	0.00	0.00	75.77	0.00	0.00	0.00	0.00
2/13/2024	5:31 PM	11:44 PM	1	BARTENDER	5.73	0.00	0.00	5.73	0.00	0.00	0.00	16.85	96.48	0.00	0.00	0.00	96.48	0.00	0.00	0.00	0.00
2/14/2024	7:40 AM	11:15 AM	1	BARTENDER	3.59	0.00	0.00	3.59	0.00	0.00	0.00	16.85	60.41	0.00	0.00	0.00	60.41	0.00	0.00	0.00	0.00
2/14/2024	6:02 PM	12:49 AM	1	BARTENDER	4.41	1.87	0.00	6.28	0.00	0.00	0.00	16.85	74.39	47.24	0.00	0.00	121.64	0.00	0.00	0.00	0.00
2/17/2024	7:00 PM	1:26 AM	1	BARTENDER	5.92	0.00	0.00	5.92	0.00	0.00	0.00	16.85	99.75	0.00	0.00	0.00	99.75	0.00	0.00	0.00	0.00
2/19/2024	2:08 PM	7:32 PM	1	BARTENDER	5.40	0.00	0.00	5.40	0.00	0.00	0.00	16.85	91.00	0.00	0.00	0.00	91.00	0.00	0.00	0.00	0.00
2/20/2024	2:07 PM	5:13 PM	1	BARTENDER	3.09	0.00	0.00	3.09	0.00	0.00	0.00	16.85	52.11	0.00	0.00	0.00	52.11	0.00	0.00	0.00	0.00
2/26/2024	5:30 PM	11:44 PM	1	BARTENDER	5.73	0.00	0.00	5.73	0.00	0.00	0.00	16.85	96.61	0.00	0.00	0.00	96.61	0.00	0.00	0.00	0.00
2/27/2024	2:08 PM	7:51 PM	1	BARTENDER	5.72	0.00	0.00	5.72	0.00	0.00	0.00	16.85	96.41	0.00	0.00	0.00	96.41	0.00	0.00	0.00	0.00
2/28/2024	12:11 PM	8:24 PM	1	BARTENDER	8.00	0.21	0.00	8.21	0.00	0.00	0.00	16.85	134.80	5.26	0.00	0.00	140.06	0.00	0.00	0.00	0.00
3/2/2024	5:57 PM	2:09 AM	1	BARTENDER	7.69	0.00	0.00	7.69	0.00	0.00	0.00	16.85	129.65	0.00	0.00	0.00	129.65	0.00	0.00	0.00	0.00
3/4/2024	1:26 PM	8:28 PM	1	BARTENDER	6.53	0.00	0.00	6.53	0.00	0.00	0.00	16.85	110.03	0.00	0.00	0.00	110.03	0.00	0.00	0.00	0.00
3/5/2024	1:31 PM	7:21 PM	1	BARTENDER	5.22	0.00	0.00	5.22	0.00	0.00	0.00	16.85	87.98	0.00	0.00	0.00	87.98	0.00	0.00	0.00	0.00
3/6/2024	12:29 PM	1:56 PM	1	BARTENDER	1.44	0.00	0.00	1.44	0.00	0.00	0.00	16.85	24.22	0.00	0.00	0.00	24.22	0.00	0.00	0.00	0.00
3/8/2024	1:56 PM	8:41 PM	1	BARTENDER	6.25	0.00	0.00	6.25	0.00	0.00	0.00	16.85	105.29	0.00	0.00	0.00	105.29	0.00	0.00	0.00	0.00
3/9/2024	6:06 PM	12:18 AM	1	BARTENDER	5.70	0.00	0.00	5.70	0.00	0.00	0.00	16.85	96.03	0.00	0.00	0.00	96.03	0.00	0.00	0.00	0.00
3/11/2024	1:14 PM	1:57 PM	1	BARTENDER	0.71	0.00	0.00	0.71	0.00	0.00	0.00	16.85	11.88	0.00	0.00	0.00	11.88	0.00	0.00	0.00	0.00
3/11/2024	1:57 PM	6:44 PM	1	BARTENDER	4.18	0.00	0.00	4.18	0.00	0.00	0.00	16.85	70.44	0.00	0.00	0.00	70.44	0.00	0.00	0.00	0.00
3/12/2024	1:31 PM	7:36 PM	1	BARTENDER	5.40	0.00	0.00	5.40	0.00	0.00	0.00	16.85	90.96	0.00	0.00	0.00	90.96	0.00	0.00	0.00	0.00

Pay Summary: 2024 - 3 - 1

This summary is a record of a payment issued and not an image of the actual pay statement.

SEKSCOBRA INC
631 9th Ave
San Diego, CA 92101

Period Beginning Date
1/1/2024

Pay Date
1/19/2024

Co.
SD9

Clock

Home Dept
8105-C

Andrew Gonzalez
1458 Iantana ave
Chula Vista, CA 91911

Period Ending Date
1/14/2024

WGPS Advance Pay Date

File #
001056

Number
00030015

Worked In Dept
8105-C

Gross Pay				\$ 2,127.58
Regular	Rate: 16.8500	Hours: 39.60		\$ 667.26
Overtime	Rate: 25.2750	Hours: 2.07		\$ 52.32
CREDITCARDTIPS (field 3)				\$ 1,408.00
MEALS (field 3)				
Total Hours Worked: 41.67				

Taxes				\$ 481.74
Federal Income Tax				\$ 227.03
Social Security				\$ 131.91
Medicare				\$ 30.85
State Worked In: California	Code: CA			\$ 68.55
SUI/SDI: California (Taxing)	Code: 75			\$ 23.40

Deductions				\$ 106.38
CAL - CAL				\$ 106.38
CCT - CCT				\$ -1,408.00
T - T				\$ 1,408.00

Take Home				\$ 1,539.46
CHKCK1				\$ 1,539.46

Other Details

Memos

SIC AVAILABLE				80.00
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