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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

10/21/2022

Clerk of the Court

BY: JEFFREY FLORES

Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTRY OF SAN FRANCISCO**

11 YURI CASTILLO QUIROZ, individually
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 THOMPSON SUSKIND, L.P., a Delaware
16 limited partnership; and DOES 1-10,
17 inclusive,

18 Defendant.

CASE NO:

CGC-22-602539

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

- 19 **(1) FAILURE TO REIMBURSE BUSINESS
EXPENSES AND FORCED PATRONAGE
(LABOR CODE §§ 2802, 450);**
- 20 **(2) FAILURE TO TIMELY PAY FINAL WAGES
(LABOR CODE §§ 201-203)**
- 21 **(3) UNLAWFUL DEDUCTIONS FROM WAGES
(LABOR CODE § 221);**
- 22 **(4) FAILURE TO PROVIDE COMPLIANT REST
PERIODS AND/OR PAY MISSED REST
PERIOD PREMIUMS (LABOR CODE § 226.7;
IWC WAGE ORDER NO. 16-2001 § 12)**
- 23 **(5) FAILURE TO PROVIDE COMPLETE
ITEMIZED WAGE STATEMENTS (LABOR
CODE § 226)**
- 24 **(6) UCL VIOLATIONS (BUS. & PROF. CODE §§
17200-17204)**
- 25 **(7) PAGA AND OTHER PENALTIES (LABOR
CODE §§ 2698 – 2699.5)**

DEMAND FOR JURY TRIAL

1 Plaintiff Yuri Castillo Quiroz (“Plaintiff”), on behalf of himself, the State of California, other
2 aggrieved employees, and all others similarly situated (hereinafter “Class Members”), complains
3 and alleges as follows:

4 **OVERVIEW OF CLAIMS**

5 1. Plaintiff brings this action on behalf of himself and all others similarly situated, as a
6 class action, as a representative action pursuant to the California Private Attorneys General Act,
7 Labor Code § 2699, *et seq.* (“PAGA”), and on behalf of the California general public, against
8 Defendant Thompson Suskind, L.P. and DOES 1 to 10 (collectively, “Defendant”) for (1) failure to
9 reimburse business expenses and forced patronage; (2) failure to timely pay final wages; (3)
10 unlawful deductions from wages; (4) failure to provide compliant rest periods and pay missed rest
11 period premiums; (5) failure to provide complete and accurate wage statements to current and former
12 employees in California within the one year prior to the filing of this Complaint; (6) unfair business
13 practices based on the foregoing; and (7) PAGA and other penalties based on the foregoing. As a
14 result of the foregoing, Defendant has violated California statutory laws as described below.

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

20 **VENUE**

21 3. Venue is proper in this county under Section 395.5 of the California Code of Civil
22 Procedure. The Plaintiff is a resident of California. Many of the putative Class Members were
23 performed work during the Class Period for Defendant in San Francisco County and throughout
24 California. Defendant is a general contractor headquartered in the county of San Francisco. Many of
25 the acts alleged herein occurred in San Francisco County, where the Plaintiff resided at all relevant
26 times. Venue is therefore proper in San Francisco County.

27 **JURISDICTION**

28 4. Defendant is within the jurisdiction of this Court. Defendant conducts business as a

1 general contractor in California. Thus, Defendant has obtained the benefits of the laws of the State
2 of California. In addition, Plaintiff asserts no claims arising under federal law. Rather, Plaintiff
3 brings causes of action based solely on, and arising from, California law. The claims of the class are
4 also based solely on California law described herein. Therefore, jurisdiction is appropriate in San
5 Francisco County Superior Court.

6 THE PARTIES

7 5. Plaintiff is a California resident who worked for Defendant during the relevant time
8 period.

9 6. From at least four years from the filing of this Complaint through the present, and
10 on-going, Defendant's employees, at various times throughout the Class Period, including Plaintiff
11 during his employment, were not provided expense reimbursement, were not paid all final wages;
12 had wages unlawfully deducted, were not provided compliant rest periods nor paid missed rest
13 period premiums, and were not provided accurate and/or complete itemized wage statements.

14 7. Plaintiff represents the State of California and the following group of aggrieved
15 employees defined as:

16 Plaintiff and all other individuals who are or were employed by Defendant, as non-exempt
17 hourly-paid employees, and who worked at least one pay period in California from August
18 16, 2021 to the present and ongoing (hereinafter referred to as "Aggrieved Employees").

19 8. Plaintiff also seeks to represent a Class defined as:

20 Plaintiff and all other individuals who are or were employed by Defendant, as non-exempt
21 hourly-paid employees, and who worked at least one shift in California during the Class
22 Period from four years prior to the filing of this complaint through the end of the class
certification (hereinafter referred to as the "Class" or "Class Members").

23 a. The members of the Class who worked for Defendant during the one year preceding
24 the filing of this Complaint constitute the "Wage Statement and Penalty Subclass."

25 9. Defendant Thompson Suskind, L.P. is a Delaware limited partnership doing business
26 in San Francisco County and throughout California. Defendant is a general contractor.

27 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
28 of Defendant sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who

1 therefore sues Defendant by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
2 informed and believes, and based thereon alleges, that each of the Defendant designated herein as a
3 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
4 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendant
5 designated hereinafter as DOES when such identities become known.

6 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant in all
7 respects acted as the employer of Plaintiff, the Class, and the Aggrieved Employees.

8 12. Defendant employed Plaintiff, the Class, and the Aggrieved Employees as non-
9 exempt, hourly-paid employees in California at various times during the Class Period and PAGA
10 Period. On information and belief, Defendant employed at least 50 current and former hourly-paid
11 employees in California during the Class Period.

12 **FACTUAL ALLEGATIONS**

13 13. Defendant operates and, at all times during the Class Period and PAGA Periods, have
14 done business in California as a general contractor. Defendant, in the course of operating their
15 business in California during the Class Period and PAGA Period, employed Plaintiff, the Class, and
16 the Aggrieved Employees as hourly-paid workers.

17 14. Until sometime in 2022, Defendant failed to reimburse Plaintiff and the Class for
18 their business expenses incurred on behalf of Defendant, including a reasonable portion of monthly
19 cell phone expenses as required by Labor Code Sections 2802(a) and (c) and the holding of *Cochran*
20 *v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (Cal. Aug. 12, 2014). The employer's
21 obligation to reimburse employees for monthly cell phone expenses arises when an employer "knew
22 or should have known" that employees are or were using their cell phones to answer work related
23 COVID-19 questions. See *Stuart v. RadioShack Corp.*, 2009 U.S. Dist. Lexis 41658 (N.D. Cal.
24 2009).

25 15. Specifically, California Labor Code Section 2802 requires an employer in California
26 to "indemnify his or her employee for all necessary expenditures or losses incurred by that employee
27 in direct consequence of the discharge of his or her duties." See Cal. Labor Code Section
28 2802(a); *see also* 2802(c) where "necessary" is defined to include all "reasonable" costs. "The

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

12 16. Furthermore, under California Labor Code Section 2802, employers must reimburse
13 employees for all reasonable work-related expenses, including a reasonable portion of their work-
14 related monthly cell phone expenses, regardless of whether or not employees incurred any additional
15 out-of-pocket cost from work-related use. *See, Cochran v. Schwan's Home Service, Inc.*, 228
16 Cal.App.4th 1137 (Cal. Aug. 12, 2014) ("We hold that when employees must use their personal cell
17 phones for work-related calls, Labor Code Section 2802 requires the employer to reimburse
18 them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the
19 reimbursement owed is a reasonable percentage of their cell phone bills."); *see also Ritchie v. Blue*
20 *Shield of California*, 2014 WL 6982943, at *21 (N.D.Cal. Dec. 9, 2014) (Hon. Edward Chen)
21 (certifying class of claim processors working from home with Section 2802 claims for landline
22 phone reimbursements where their employer required them to work from home and to have a home
23 landline for work).

24 17. Here, Defendant required Plaintiff and the Class to download an app on their personal
25 cell phones called Timer to record their time worked. For most of the Class Period, until 2022,
26 Defendant did not affirmatively reimburse Plaintiff and the Class in any amount for any such cell
27 phone expenses. Additionally, Defendant required Plaintiff and the Class to purchase their own
28 safety glasses and masks. At no point during the Class or PAGA Periods did Defendant affirmatively

1 reimburse Plaintiff and the Class in any amount for any such safety glasses and mask expenses.
2 Finally, Defendant failed to reimburse Plaintiff and the Class for tools, including lasers and other
3 tools, the cost of which was often over \$1,000 and was deducted improperly from employees'
4 paychecks.

5 18. In short, Defendant's policies and/or practices require and expect, and/or with
6 Defendant's knowledge thereof permit, Plaintiff and the Class to pay for cell phone expenses, safety
7 glasses and mask expenses, and expensive work-related tools, expenses incurred in direct
8 consequence of discharging their duties on behalf of Defendant, without reimbursement by
9 Defendant for such expenses. Defendant has maintained their policies and/or practices of denying
10 reimbursement of Plaintiff's and the Class' necessarily incurred business expenses, or substantially
11 similar policies, throughout California and throughout the PAGA Period and Class Period.

12 19. Defendant is aware or should have been aware that Plaintiff and the Class regularly
13 incur and have incurred cell phone business expenses, safety glasses and mask expenses, and the
14 costs of tools, in the discharge of their duties. Defendant nevertheless has, throughout the Class
15 Period, failed and refused to reimburse Plaintiff and the Class for such cell phone business expenses,
16 safety glasses and mask expenses, and tool costs incurred by them in connection with their work.¹

17 20. Labor Code section 450 provides that "[n]o employer, or agent or officer therefor, or
18 other person, may compel or coerce any employee, or applicant for employment, to patronize his or
19 her employer, or any other person, in the purchase of any thing of value".

20 21. Here, Plaintiff and the Class are required to purchase tools from Defendant to perform
21 work on behalf of Defendant. According to Plaintiff, Plaintiff and the Class were required to spend
22 thousands of dollars to purchase tools from Defendant, without reimbursement in violation of Labor
23 Code sections 2802, 1198 and Wage Order No. 16 section 8(b).

24 22. Labor Code § 221 prohibits employees from collecting or receiving from an
25 employee any part of wages therefore paid by said employer to said employee.

26 23. Here, Plaintiff and the Class were required to purchase tools from Defendant. The

27 ¹ Notably, since Plaintiff and the Class earned less than two times California's minimum wage, they were not exempt
28 from the tool reimbursement provision in IWC Wage Order No. 16 section 8(b). Plaintiff's regular pay was \$26.50 per
hour in 2022, less than the \$30 per hour needed for the exemption.

1 cost of these tools was deducted from Plaintiff and the Class's wages in violation of Labor Code §
2 221. Attached hereto as **Exhibit A** is Plaintiff's wage statement dated December 31, 2021 which
3 includes a tool purchase deduction of \$100 on the line item "PURCHASE". Plaintiff believes the
4 "GEN LOAN" line items are other tool purchases that could not be made in a single pay period
5 while the line item "PURCHASE" refers to tools that could be paid off within a single pay period.

6 24. Under Labor Code §§ 201-202, an employer must provide an employee wages at the
7 time or discharge or within up to seventy-two (72) hours of their resignation. Labor Code § 203
8 provides "if an employer willfully fails to pay . . . any wages of an employee who is discharged or
9 who quits, the wages of the employee shall continue as a penalty. . ." for up to 30 days. Lab. Code
10 § 203; *Mamika v. Barca*, 68 Cal.App.4th 487, 492 (1998).

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

22 26. As a result of Defendant's unlawful wage deductions and failure to pay rest period
23 premiums, Defendant violated Labor Code § 203. Labor Code § 203 provides "if an employer
24 willfully fails to pay . . . any wages of an employee who is discharged or who quits, the wages of
25 the employee shall continue as a penalty. . ." for up to 30 days. Lab. Code § 203; *Mamika v. Barca*,
26 (1998) 68 Cal.App.4th 487, 492.

27 27. Due to Defendant's faulty policies described throughout, Plaintiff and all Class
28 Members whose employment with Defendant concluded were not compensated all wages owed due

1 to unlawful deductions and failure to pay rest period premiums, sums that were certain, at the time
2 of termination or within seventy-two (72) hours of their resignation and have failed to pay those
3 sums for thirty (30) days thereafter.

4 28. The applicable IWC Wage Order requires California employers to provide a 10-
5 minute duty-free and uninterrupted rest break to employees for each 4 hours of work, or major
6 fraction thereof. Labor Code section 226.7 imposes a premium payment of one hour of pay for each
7 workday where a compliant rest break is not provided to an employee on a timely basis.

8 29. Under Labor Code § 226.7, if an employer maintains a uniform policy that does not
9 authorize and permit the amount of meal period and/or rest period time or the proper timing for
10 breaks called for under the law (as specified in the applicable Wage Order), “it has violated the wage
11 order and is liable.” The *Brinker* Court explained in the context of rest breaks that employer liability
12 attaches from adopting an unlawful policy:

13 An employer is required to authorize and permit the amount of rest break time called for
14 under the wage order for its industry. If it does not—if, for example, it adopts a uniform
15 policy authorizing and permitting only one rest break for employees working a seven-
16 hour shift when two are required—***it has violated the wage order and is liable.***

17 (*Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1033.) [emphasis added]

18 30. Here, Plaintiff and the Class were not provided with timely rest breaks and did not
19 take their rest breaks on a timely basis during their shifts. Therefore, Defendant is and was in
20 violation of applicable California law by failing to provide them with rest breaks and for failing to
21 pay missed rest period premiums.

22 31. As to Plaintiff and the Wage Statement Subclass, Defendant failed to provide
23 accurate itemized wage statements in accordance with Labor Code § 226(a). Labor Code § 226
24 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage
25 statement in writing showing:

- 26 (1) gross wages earned;
- 27 (2) total hours worked by the employee;
- 28 (3) the number of piece-rate units earned and any applicable piece rate if the employee is
paid on a piece rate;
- (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 number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...;
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

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

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

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

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

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

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

(iii) The name and address of the employer and, if the employer is a farm 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.

32. Here, Defendant knowingly and intentionally failed to pay Plaintiff and Wage Statement Subclass Members with wage statements that include gross wages earned and net wages earned due to Defendant's failure to pay rest period premiums. Moreover, Plaintiff and all Wage Statement Subclass Members also suffered legal "injury" for purposes of Labor Code Section 226(e) insofar as they were unable to readily and easily determine the information required to be set forth by Section 226(a). Specifically, Plaintiff and the Wage Statement Subclass Members were unable to determine their actual and accurate gross wages earned and net wages earned, since Defendant failed to pay all rest period premiums owed

33. Plaintiff and the Aggrieved Employees will prevail on their claim for PAGA penalties under Labor Code § 226(a) without having to show injury or willfulness. *See Lopez v. Friant & Assocs., LLC*, 15 Cal.App.5th 773, 788 (2017) ("a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section 226(a) does not have to satisfy the 'injury' and 'knowing and

intentional’ requirements of section 226(e)(1).”); *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667, 679 (2018) (finding that the “requirements for a section 226(e) claim do not apply to a PAGA claim for a violation of section 226(a).”).

34. The administrative prerequisites of PAGA have been satisfied and Plaintiff has also paid the \$75.00 fee and has otherwise satisfied the administrative prerequisites of PAGA.

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

CLASS ACTION ALLEGATIONS

36. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed of and defined as: Plaintiff and all other individuals who are or were employed by Defendant, as non-exempt hourly-paid employees, and who worked at least one shift in California during the Class Period from four years prior to the filing of this complaint through the end of the class certification (hereinafter “Class Members”). All such Class Members were subject to Defendant’s unlawful policies including, Defendant’s failure to pay provide expense reimbursement, Defendant’s failure to pay final wages, Defendant’s unlawful wage deductions, Defendant’s failure to provide compliant rest periods and pay missed rest period premiums, and failure to issue compliant wage statements.

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

a. Numerosity: The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant has employed at least 50 Class Members as hourly-paid workers in California who were subject to Defendant’s unlawful reimbursement, final pay, wage deduction, rest period, and wage statement

1 policies. The Class Members are dispersed throughout California. Joinder of all members of the
2 proposed classes is therefore not practicable.

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

6 i. Whether Defendant violated Section 2802 by failing to provide expense
7 reimbursement during the Class Period;

8 ii. Whether Defendant violated Section 450 by forcing patronage during the
9 Class Period;

10 iii. Whether Defendant violated Sections 201-203 by failing to final pay wages
11 during the Class Period;

12 iv. Whether Defendant violated Section 221 by making unlawful deductions
13 from wages during the Class Period

14 v. Whether Defendant violated Section 226.7 and IWC Wage Order 16-2001
15 section 12 by failing to provide compliant rest periods during the Class Period;

16 vi. Whether Defendant violated Section 226.7 and IWC Wage Order 16-2001
17 section 12 by failing to pay rest period premiums for missed rest periods during the Class Period;

18 vii. Whether Defendant failed to provide Plaintiff and the members of the Wage
19 Statement Subclass compliant wage statements in violation of Labor Code Section 226(a);

20 viii. Whether Defendant engaged in an unfair practice and violated Section 17200
21 of the California Business and Professions Code by to provide compliant rest periods during the
22 Class Period;

23 ix. Whether Plaintiff and the Class are entitled to restitution under Business and
24 Professions Code § 17200;

25 x. The proper formula(s) for calculating damages, interest, and restitution owed
26 to Plaintiff and the Class Members; and

27 xi. The nature and extent of class-wide damages.

28 c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both

1 Plaintiff and Class Members sustained injuries and damages, and were deprived of property rightly
2 belonging to them, arising out of and caused by Defendant's common course of conduct in violation
3 of law as alleged herein, in similar ways and for the same types of unpaid wages.

4 d. Adequacy of Representation: Plaintiff is a member of the Class and will fairly
5 and adequately represent and protect the interests of the Class and Class Members. Plaintiff's
6 interests do not conflict with those of Class and Class Members. Counsel who represents Plaintiff is
7 competent and experienced in litigating large wage and hour class actions and will devote sufficient
8 time and resources to the case and otherwise adequately represent the Class and Class Members.

9 e. Superiority of Class Action: A class action is superior to other available
10 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
11 Members is not practicable, and questions of law and fact common to the Class predominate over
12 any questions affecting only individual members of the Class. Each Class Member has been
13 damaged or may be damaged in the future by reason of Defendant's unlawful policies and/or
14 practices. Certification of this case as a class action will allow those similarly situated persons to
15 litigate their claims in the manner that is most efficient and economical for the parties and the judicial
16 system. Certifying this case as a class action is superior because it allows for efficient and full
17 disgorgement of the ill-gotten gains Defendant have enjoyed by failing to provide expense
18 reimbursement, failing to pay final wages, making unlawful deductions from wages, failing to
19 provide compliant rest periods, and failing to provide compliant wage statements, and will thereby
20 effectuate California's strong public policy of protecting employees from deprivation or offsetting
21 of compensation earned in their employment. If this action is not certified as a Class Action, it will
22 be impossible as a practical matter, for many or most Class Members to bring individual actions to
23 recover monies unlawfully withheld from their lawful compensation due from Defendant's, due to
24 the relatively small amounts of such individual recoveries relative to the costs and burdens of
25 litigation.

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES AND FORCED PATRONAGE
[Cal. Labor Code §§ 2802 and 450]
On behalf of Plaintiff and the Class Against All Defendant

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

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

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

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

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

8 42. Here, Defendant required Plaintiff and the Class to download an app on their personal
9 cell phones called Timer to record their time worked. For most of the Class Period, until 2022,
10 Defendant did not affirmatively reimburse Plaintiff and the Class in any amount for any such cell
11 phone expenses. Additionally, Defendant required Plaintiff and the Class to purchase their own
12 safety glasses and masks. At no point during the Class Period did Defendant affirmatively reimburse
13 Plaintiff and the Class in any amount for any such safety glasses and mask expenses. Finally,
14 Defendant failed to reimburse Plaintiff and the Class for tools, including lasers and other tools, the
15 cost of which was often over \$1,000 and was deducted improperly from employees’ paychecks.

16 43. Labor Code section 450 provides that “[n]o employer, or agent or officer therefor, or
17 other person, may compel or coerce any employee, or applicant for employment, to patronize his or
18 her employer, or any other person, in the purchase of any thing of value”.

19 44. Here, Plaintiff and the Class are required to purchase tools from Defendant to perform
20 work on behalf of Defendant. According to Plaintiff, Plaintiff and Class Members were required to
21 spend thousands of dollars to purchase tools from Defendant, without reimbursement in violation of
22 Labor Code sections 2802, 1198 and Wage Order No. 16 section 8(b).

23 45. Defendant’s failure to pay for or reimburse the work-related business expenses of
24 Plaintiff and Class Members violated non-waivable rights secured to Plaintiff and Class Members
25 by Labor Code §2802. See Labor Code §2804. Plaintiff and similarly situated Class Members are
26 entitled to reimbursement for these necessary expenditures, plus interest and attorneys’ fees and
27 costs, under Labor Code § 2802(c).

28 ///

SECOND CAUSE OF ACTION
UNLAWFUL DEDUCTION FROM WAGES
[Cal. Labor Code § 221]

On behalf of Plaintiff and the Class Against All Defendant

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

47. Labor Code § 221 prohibits employees from collecting or receiving from an employee any part of wages therefore paid by said employer to said employee.

48. Here, Plaintiff and the Class were required to purchase tools from Defendant. The cost of these tools was deducted from Plaintiff and the Class' wages in violation of Labor Code § 221. See, **Exhibit A**.

THIRD CAUSE OF ACTION
FAILURE TO PAY FINAL WAGES
[Cal. Labor Code §§ 201-203]

On behalf of Plaintiff and the Late Wages Subclass Against All Defendant

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

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

51. In addition, Labor Code § 256 provides that the Labor Commissioner "shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203. The California Supreme Court and California Court of Appeal have both specifically recognized the ability of an aggrieved employee to recover civil penalties under Labor Code § 256 for a defendant's willful violation of Labor Code §§ 201 and 202 under PAGA. In *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014), the California Supreme Court acknowledged that PAGA penalties for the untimely payment of wages included the 30 days of pay as waiting time pursuant to Labor Code § 256. See also *Esparza v. KS Industries, L.P.*, 13

1 Cal.App.5th 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the
2 employer's failure to timely pay wages upon separation was willful is a "civil penalty" "recovered
3 or imposed by the Labor Commissioner.").

4 52. As described in detail above, Defendant failed to pay Plaintiff and Class Members
5 whose employment with Defendant has now ended, all rest period premiums owed within the time
6 constraints proscribed in Labor Code §§ 201-202 at the time of their termination/separation and
7 unlawfully deducted wages from Plaintiff and Class Members whose employment with Defendant
8 has now ended.

9 53. Thus, as result of Defendant's faulty policies described above, Plaintiff and all Class
10 Members left their employment with Defendant without being compensated for each and every hour
11 worked at the appropriate rate in violation of Labor Code §§ 201, 202, 203.

12 **FOURTH CAUSE OF ACTION**
13 **FAILURE TO PROVIDE COMPLIANT REST PERIODS**
14 **AND/OR PAY MISSRESTED MEAL PERIOD PREMIUMS**
15 **[Cal. Labor Code § 226.7; IWC Wage Order 16-2001, § 12]**
16 **On behalf of Plaintiff and the Class Against All Defendant**

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

19 55. The actionable period for this cause of action is three years prior to the filing of the
20 Complaint through the present, and on-going until the violations are corrected or the Class is
21 certified.

22 56. Section 12 of the applicable IWC Wage Order requires California employers to
23 provide a 10-minute duty-free and uninterrupted rest break to employees for each 4 hours of work,
24 or major fraction thereof. Labor Code section 226.7 imposes a premium payment of one hour of pay
25 for each workday where a compliant rest break is not provided to an employee on a timely basis.

26 57. Under Labor Code § 226.7, if an employer maintains a uniform policy that does not
27 authorize and permit the amount of meal period and/or rest period time or the proper timing for
28 breaks called for under the law (as specified in the applicable Wage Order), "it has violated the wage
order and is liable." The *Brinker* Court explained in the context of rest breaks that employer liability

1 attaches from adopting an unlawful policy:

2 An employer is required to authorize and permit the amount of rest break time called for
3 under the wage order for its industry. If it does not—if, for example, it adopts a uniform
4 policy authorizing and permitting only one rest break for employees working a seven-hour
shift when two are required—*it has violated the wage order and is liable.*

5 (*Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1033.) [emphasis added]

6 58. Here, Plaintiff and the Class were not provided with timely rest breaks and did not
7 take their rest breaks on a timely basis during their shifts. Therefore, Defendant is and was in
8 violation of applicable California law by failing to provide them with rest breaks and for failing to
9 pay missed rest period premiums.

10 **FIFTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**
12 **[Cal. Labor Code § 226(a) and (e)]**

13 **On behalf of Plaintiff and the Wage Statement and Penalty Subclass Against All Defendant**

14 59. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
15 in the preceding paragraphs.

16 60. The actionable period for this cause of action is one year prior to the filing of this
17 Complaint through the present, and on-going until the violations are corrected, or the subclass is
18 certified. This claim is brought on behalf of the Wage Statement and Penalty Subclass.

19 61. Section 226(a) of the California Labor Code provides, in relevant part:
20 Every employer shall...furnish each of his or her employees...an accurate itemized
21 statement in writing showing (1) gross wages earned, (2) total hours worked by the
22 employee, except for any employee whose compensation is solely based on a salary
23 and who is exempt from payment of overtime under subdivision (a) of Section 515
24 or any applicable order of the Industrial Welfare Commission, (3) the number of
25 piece-rate units earned and any applicable piece rate if the employee is paid on a
26 piece-rate basis, (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
number or an employee identification number other than a social security number,
(8) the name and address of the legal entity that is the employer and (9) all
applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee

27 62. Here, Defendant failed to provide Plaintiff and the Wage Statement Subclass with
28 complete wage statements, thus violating Labor Code § 226(a). Specifically, the wage statements

1 issued by Defendant to Plaintiff and all the Wage Statement Subclass did not include gross wages
2 earned and net wages earned due to Defendant's failure to pay rest period premiums. Moreover,
3 Plaintiff and all Wage Statement Subclass Members also suffered legal "injury" for purposes of
4 Labor Code Section 226(e) insofar as they were unable to readily and easily determine the
5 information required to be set forth by Section 226(a). Specifically, Plaintiff and the Wage Statement
6 Subclass Members were unable to determine their actual and accurate total hours worked, their gross
7 wages earned, their net wages earned, since Defendant failed to pay rest period premiums.

8 63. Defendant's violation of Labor Code § 226 was knowing and intentional. *See Garnett*
9 *v. ADT LLC*, 139 F.Supp. 3d 1121, 1134 (E.D. Cal. 2015) (finding that the defendant knowingly and
10 intentionally violated Labor Code § 226 because the "[d]efendant knew that it was not providing
11 total hours worked to plaintiff or other employees paid on commission" even though it believed that
12 employees paid solely on commission or commission and salary "are exempt and therefore we do
13 not record hours on a wage statement").

14 64. As a result of Defendant's failure to issue compliant wage statements to Plaintiff and
15 the Wage Statement Subclass Members (i.e., those members of the class who were employed by
16 Defendant during the actionable period for this cause of action) in violation of Section 226(a) of the
17 California Labor Code, Plaintiff and the Wage Statement Subclass Members are each entitled to
18 recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding
19 an aggregate penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass
20 from Defendant pursuant to Section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

21 **SIXTH CAUSE OF ACTION**
22 **UNFAIR COMPETITION LAW VIOLATIONS**
23 **(BUS. & PROF. CODE § 17200, ET SEQ.)**
24 **On Behalf of Plaintiff and the Class Against All Defendant**

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

27 66. Section 17200 of the California Business & Professions Code prohibits any unlawful,
28 unfair, or fraudulent business practices. Business & Professions Code § 17204 allows "any person
who has suffered injury in fact and has lost money or property" to prosecute a civil action for

1 violation of the UCL. Such a person may bring such an action on behalf of himself and others
2 similarly situated who are affected by the unlawful, unfair, or fraudulent business practice.

3 67. Under Section 17208 of the California Business and Professions Code, the statute of
4 limitations for a claim under Section 17200 is four years. Accordingly, the actionable period for this
5 cause of action is four years prior to the filing of this Complaint through the present, and on-going
6 until the violations are corrected, or the Class is certified.

7 68. Section 90.5(a) of the Labor Code states that it is the public policy of California to
8 enforce vigorously minimum labor standards in order to ensure employees are not required to work
9 under substandard and unlawful conditions, and to protect employers who comply with the law from
10 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
11 with minimum labor standards.

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

15 70. Plaintiff and similarly situated Class Members are entitled to monetary relief pursuant
16 to Business & Professions Code §§ 17203 and 17208 for all unreimbursed business expenses,
17 unlawful wage deductions, unpaid rest period premiums, and the right to receive accurate itemized
18 wage statements, from at least four years prior to the filing of this Complaint through to the date of
19 such restitution, at rates specified by law. Defendant should be required to disgorge all the profits
20 and gains they have reaped and restore such profits and gains to Plaintiff and Class Members, from
21 whom they were unlawfully taken.

22 71. Through the actions alleged herein, Defendant have engaged in unfair competition
23 within the meaning of Section 17200 of the California Business & Professions Code, because
24 Defendant's conduct, as herein alleged has damaged Plaintiff and the Class Members by wrongfully
25 denying them reimbursement, all wages owed, rest period premiums, and the right to receive
26 accurate itemized wage statements, and therefore was substantially injurious to Plaintiff and the
27 Class Members.

28 72. Defendant engaged in unfair competition in violation of Sections 17200 et seq. of the

1 California Business & Professions Code by violating Sections 2802, 450, and 226.7 of the California
2 Labor Code.

3 73. Defendant's course of conduct, act and practice in violation of the California laws
4 mentioned above constitute independent violations of Sections 17200 et seq. of the California
5 Business and Professions Code.

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

8 75. Plaintiff has assumed the responsibility of enforcement of the laws and public
9 policies specified herein by suing on behalf of himself and other similarly situated Class Members
10 previously or presently employed by Defendant in California. Plaintiff's success in this action will
11 enforce important rights affecting the public interest. Plaintiff will incur a financial burden in
12 pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to
13 Plaintiff is appropriate pursuant to Code of Civil Procedure § 1021.5.

14 **SEVENTH CAUSE OF ACTION**
15 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**
16 **PENALTIES FOR LABOR CODE VIOLATIONS**
(Labor Code §§ 2698-2699.5)

17 **On Behalf of Plaintiff, the LWDA and the Aggrieved Employees Against All Defendant**

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

20 77. Plaintiff and the "Aggrieved Employees" under PAGA, i.e., those employees who,
21 during the PAGA Period, suffered the Labor Code violations alleged herein; specifically, violations
22 of §§ 201, 202, 203, 221, 226(a), 226.7, 256, 450, and 2802 of the Labor Code as well as 12 of IWC
23 Wage Order 16-2001 bring claims under PAGA. Plaintiff was employed by Defendant during the
24 one year preceding the submission of a PAGA letter to the LDWA on or around August 16, 2022.
25 As such, he seeks to recover, on behalf of himself and all other current and former aggrieved
26 employees of Defendant, the civil penalties provided by PAGA.

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

1 subject to the following formula:

2 \$100 for each violation per employee per pay period;

3 These penalties will be allocated 75% to the Labor Workforce Development Agency and
4 25% to the affected Aggrieved Employees.

5 79. The Aggrieved Employees are all individuals who worked for Defendant as non-
6 exempt, hourly-paid employees in California during the PAGA Period. These employees were
7 subject to the aforementioned Labor Code violations, during the period of time from one year prior
8 to the submission of Plaintiff's letter to the LDWA on August 16, 2022 through to the present and
9 on-going, i.e., from August 16, 2021 to the present.

10 80. In addition, as set forth above, Defendant failed to provide Plaintiff and all Aggrieved
11 Employees with wage statements in compliance with Labor Code § 226(a).

12 81. Further, Plaintiff, and the Aggrieved Employees, need not demonstrate or prove that
13 Defendant's conduct in refusing to provide itemized wage statements was knowing, intentional, or
14 willful. *See Lopez v. Friant & Assocs., LLC*, 15 Cal.App.5th 773, 788 (2017); *see also Willner v.*
15 *Manpower Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim,
16 "all [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed
17 above."); *McKenzie v. Fed. Express Corp.*, 765 F.Supp.2d 1222, 1231-1232 (C.D. Cal. 2011)
18 (holding that "for the purposes of recovering PAGA penalties, one need only prove a violation of
19 Section 226(a), and need not establish a Section 226(e) injury."); *Aguirre v. Genesis Logistics*, 2013
20 U.S. Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) ("Plaintiffs do not need to establish a Cal.
21 Lab. Code § 226(e) injury to recover penalties under § 2699(f) of PAGA.").

22 82. Plaintiff seeks to recover the PAGA civil penalties through a representative action as
23 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*. 46 Cal.4th 969
24 (2009). Therefore, class certification hereby of the PAGA claims is not required. *Id.*

25 83. Pursuant to Labor Code § 2699.3 (a), on August 16, 2022, Plaintiff gave written
26 notice by certified mail to Defendant, and to the Labor and Workforce Development Agency
27 ("LWDA") of his claims, including the facts and theories supporting all claims outlined in this
28 Complaint. The Plaintiff also paid the required \$75 fee. Accordingly, Plaintiff has or soon will have

fulfilled all administrative prerequisites to the pursuit of his PAGA claim on behalf of himself and all other current and former aggrieved employees of Defendant.

JURY DEMAND

84. Plaintiff hereby demands trial by jury of his and the Class Members' claims against Defendant, except for the PAGA and UCL claims which will be tried to the Court.

PRAYER FOR RELIEF

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

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

2. On the First Cause of Action:

a. A declaratory judgment that Defendant has violated California Labor Code Sections 2802 and 450 in failing to provide expense reimbursement to Plaintiff and the Class and requiring forced patronage;

b. An award to Plaintiff and the other members of the Class in the amount of all unreimbursed business expenses and amounts spent as a result of Defendant's forced patronage, and interest thereon, that they are owed pursuant to Labor Code section 2802, and attorneys' fees, pursuant to Labor Code section 2802(c), in an amount to be proved at trial;

3. On the Second Cause of Action:

a. A declaratory judgment that Defendant has violated California Labor Code Section 221 in unlawfully deducting wages from Plaintiff and Class Members;

b. An award to Plaintiff and the other members of the Class in the amount of their wages unlawfully deducted, plus interest, during the Class Period;

4. On the Third Cause of Action:

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

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

1 5. On the Fourth Cause of Action:

2 a. A declaratory judgment that Defendant have violated California Labor Code
3 § 226.7 and IWC Wage Order 16-2001 section 12 by failing to provide compliant rest periods to
4 Plaintiff and the Class;

5 b. An award to Plaintiff and the other members of the Class in the amount of
6 their unpaid rest period premiums owed during the Class Period under Labor Code Section 226.7;

7 6. On the Fifth Cause of Action:

8 a. A declaratory judgment that Defendant violated California Labor Code § 226
9 by failing to issue compliant wage statements to Plaintiff, the Aggrieved Employees and the Wage
10 Statement Subclass members;

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

15 7. On the Sixth Cause of Action:

16 a. That the Court find and declare that Defendant have violated the UCL and
17 committed unfair and unlawful business practices by failing to provide expense reimbursement and
18 pay rest period premiums.

19 b. Restitution, including, but not limited to, the relief permitted by sections
20 226.7 and 2802 of the California Labor Code (i.e., unpaid rest period premiums and reimbursement
21 owed to Plaintiff and the members of the Class during the Class Period).

22 8. On the Seventh Cause of Action:

23 a. A civil penalty against Defendant in the amount of \$100 for each per
24 employee violation and \$200 for each subsequent violation as specified in section 2699(f)(2) of the
25 California Labor Code for Plaintiff and the Aggrieved Employees during all of the pay periods in
26 the one year preceding the submission of Plaintiff's LWDA letter through the present and on-going
27 until the violations are corrected;

28 b. An award of reasonable attorney's fees against Defendant as specified in

1 Labor Code § 2699(g)(1), for all the work performed by Plaintiff's counsel in connection with the
2 PAGA claims;

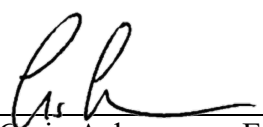
3 c. An award of all costs incurred by the undersigned counsel for Plaintiff in
4 connection with Plaintiff's and Class Members' PAGA claim against Defendant, as provided for in
5 Labor Code § 2699(g)(1); and

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

7
8 Dated: October 21, 2022

Respectfully submitted,

9 ACKERMANN & TILAJEF, P.C.

10
11 By: 

12 Craig Ackermann, Esq.

13 *Attorneys for Plaintiff, the Class, the LWDA, and*
14 *the Aggrieved Employees*

EXHIBIT A

THOMPSON SUSKIND, L.P.
2034 UNION STREET
SAN FRANCISCO, CA 94123

Barrett Business Services, Inc.
555 Gateway Drive Suite 100
Napa, CA 94558
FEIN: 52-0812977 TELE: 707/224-0752

Employee S34400 Yuri Castillo Quiroz
Status / Allow M / 0 Emp Type Hourly
Payment Date 12-31-2021 Period 12-31-2021 - 12-31-2021
Check # 0010783805

XXX-XX-1125

902448

Location	Description	Rate	Hours/ Units	Amount	HRSWRK
1	BONUS	1179.4000	1.00	1179.40	0.00

Description	Amount	Y-T-D	Taxable
ADVANCE	1000.00	1000.00	
GEN LOAN 2	0.00	1000.00	
GEN LOAN 1	0.00	491.61	
PURCHASE	0.00	-100.00	
FEDERAL TAX	75.02	3489.22	44281.5
MEDICARE	17.10	642.08	44281.5
SOC SECURITY	73.13	2745.46	44281.5
CA INCOME TAX	0.00	26.86	44281.5
CA DISABILITY	14.15	531.39	44281.5

Total Gross Pay / Hours worked					1,179.40 0.00	
PTO	Type	Start Balance	Earned	Taken	Avail	Direct Deposit
	SICK	20.97	27.29	23.75	24.51	
						Type Account Amount
						Gross Wages
						Gross Pay
						Net Pay
						Current YTD
						1,179.40 44,281.57
						1,179.40 45,336.57
						0.00 35,509.95

Review this pay stub to ensure its accuracy. Notify your employer of any errors, or changes to name, address, or tax withholding options.

THOMPSON SUSKIND, L.P. 2034 UNION STREET SAN FRANCISCO, CA 94123 TEL: 415/672-1125