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ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

6/25/2025 12:00:23 PM

Clerk of the Superior Court

By M. Acevedo ,Deputy Clerk

11 Attorneys for Plaintiff CHRISTIAN OLANDE, in a Representative capacity, and on behalf of other
12 members of the general public similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO**

15 CHRISTIAN OLANDE, in a Representative
16 capacity, and on behalf of other members of
17 the general public similarly situated,

18 Plaintiff,

19 v.

20 VERIZON CONNECT, INC., a Delaware
21 Corporation; VERIZON
22 COMMUNICATIONS, INC., an entity
23 unknown; VERIZON CORPORATE
24 RESOURCES GROUP, LLC, a Delaware
25 Limited Liability Company; and DOES 1-10,
26 inclusive

27 Defendants

CASE NO. 25CU033302C

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 CHRISTIAN OLANDE ("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 VERIZON CONNECT, INC. (Referred to herein as "Defendants" or "Verizon"), was and is a Delaware 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, VERIZON COMMUNICATIONS, INC. (Referred to herein as "Defendants" or "Verizon"), was and is an entity unknown 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, VERIZON CORPORATE RESOURCES GROUP, LLC (Referred to herein as "Defendants" or "Verizon"), was and is a Delaware Limited Liability Company 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 their true names and capacities after the

1 same have been ascertained.

- 2 4. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
3 Defendants are 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 February 14, 2022 through
19 December 5, 2024. Throughout his employment with Defendants, Plaintiff performed his job
20 in a capable, and 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 April 17, 2025, counsel for Plaintiff prepared and submitted via online filing a letter to the
25 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.

REPRESENTATIVE ALLEGATIONS

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

11. Plaintiff brings this action on the grounds that he and other current and former aggrieved employees of Defendants were and are improperly denied the mandated wages resulting from the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The number of current and former aggrieved employees is believed to be Five Thousand (5,000) members.

12. The approximately Five Thousand (5,000) aggrieved employees are comprised of Defendants' current or former California-based employees.

13. The questions of law and fact common to all aggrieved employees arising from Defendants' actions include, among others, the following:

- 1 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
- 2 double time wages due and owing to them;
- 3 b. Whether Defendants failed to pay its employees all compensation due and owing at
- 4 termination of employment;
- 5 c. Whether Defendants failed to provide its employees with statutorily-compliant Meal
- 6 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
- 7 226.7, in that Defendants' written policies are not compliant with California law, and
- 8 Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
- 9 d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in
- 10 accordance with law;
- 11 e. Whether Defendants failed to properly calculate and pay its employees overtime
- 12 compensation or Meal and Rest Period Premiums in accordance with law by failing to
- 13 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
- 14 other non-discretionary compensation; and
- 15 f. Whether Defendants failed to properly reimburse its employees for necessary business
- 16 expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of
- 17 Labor Code section 2802.
- 18 14. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial
- 19 Welfare Commission Wage Orders of the State of California, including, but not limited to,
- 20 California Labor Code section 2698 *et seq.*
- 21 15. At all times mentioned herein, Defendants are and were "employers" as that term is used
- 22 within the relevant sections of the California Labor Code.
- 23 16. Plaintiff has exhausted his administrative remedies and pre-filing requirements pursuant to
- 24 California Labor Code section 2699.3, and has also fulfilled all notice requirements under the
- 25 statute.
- 26 17. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were
- 27 denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to
- 28 Defendants' standard practices. Said violations are set forth below.

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

18. Plaintiff hereby incorporates by reference paragraphs 1 through 17 as though fully set forth herein.
19. Labor Code section 1198 states:
- The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.
- Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.
20. Under applicable California law, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a Meal Period of not less than 30 minutes [...] An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second Meal Period of not less than 30 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11040 (11)(A).
21. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal Period shall be considered an “on duty” Meal Period and counted as time worked. 8 Cal. Code Regs. § 11040 (11).
22. California law requires employers to provide nonexempt employees with a 10-minute Rest Period for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11040 (11).
23. 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 for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11040 (11), (12).
24. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period policies.

- 1 25. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy,
2 and make no attempt to ensure that its employees are either timely or wholly provided Meal
3 Periods or Rest Periods. As an example, Verizon Time Records (produced by Verizon) show
4 that on October 9, 2024, Mr. Olande started a shift at 5:50 a.m. and then clocked out for a Meal
5 Period at 11:15 a.m. On this date, Mr. Olande worked a shift lasting 5 hours and 25 minutes
6 before receiving a Meal Period. (Please see **Exhibit 1; Exhibit A therein**). As a second
7 example, Verizon Time Records (produced by Verizon) show that on November 20, 2024, Mr.
8 Olande started a shift at 5 :55 a.m. and then clocked out for a Meal Period at 11 :00 a.m. On
9 this date, Mr. Olande worked a shift lasting 5 hours and 5 minutes before receiving a Meal
10 Period. (Please see **Exhibit 1; Exhibit B therein**). Further, no Meal Period penalty payment
11 was ever made pursuant to these violations.
- 12 26. 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 27. 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 28. 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 4 § (11),
20 (12).
- 21 29. 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 30. 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.

31. 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.

32. 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.

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

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

34. Plaintiff hereby incorporates by reference paragraphs 1 through 33 as though fully set forth herein.

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

36. As a result of Defendants' failure to comply with the provisions of the Labor Code, Plaintiff

- 1 and all other aggrieved employees have been damaged in an amount to be proven at trial.
- 2 37. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
- 3 behalf of himself and all other aggrieved employees by and through Labor Code section
- 4 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
- 5 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
- 6 Prayer For Relief.
- 7 38. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants
- 8 pursuant to Labor Code sections 2699(a) for each of these employees.
- 9 39. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
- 10 section 2699(g)(1).

11 **THIRD CAUSE OF ACTION**

12 **Overtime Violations Pursuant to Labor Code § 2698 et seq.**

13 **Representative Action**

14 **(By Plaintiff against Defendants and DOES 1 through 10)**

- 15 40. Plaintiff hereby incorporates by reference paragraphs 1 through 39 as though fully set forth
- 16 herein.
- 17 41. Defendants failed to pay Plaintiff and all other aggrieved employees all compensation,
- 18 including overtime compensation, due in violation of, among other statutes, Labor Code
- 19 section 510. These violations occurred due to Defendants' illegal policies, referenced above,
- 20 whereby employees experienced monetary under-compensation. The systematic failure to
- 21 provide proper overtime compensation is a violation of California law.
- 22 42. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring
- 23 certain compensation when calculating the Regular Rate of Pay including, but not limited to,
- 24 various forms of bonus and/or incentive pay, and the value of employee benefits and employee
- 25 discounts, in violation of Labor Code section 510.
- 26 43. 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 proved at trial.
44. 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.

45. 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.

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

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)

47. Plaintiff hereby incorporates by reference paragraphs 1 through 46 as though fully set forth herein.

48. 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 legal entity that is the employer in violation of Labor Code Section 226(a)(8). (Please see **Exhibit 1; Exhibits A,B,C therein**). 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.

49. 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

1 example, Defendants are apparently using a time calculating system other than "minutes", but
2 without explanation to the employees within the wage statement. As such, Plaintiff cannot
3 "readily ascertain" what these figures mean. This is because Verizon is apparently using a
4 time-calculating system other than "minutes," but without explanation to the employees within
5 the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent
6 what these figures (i.e. ". 93 ") are meant to represent. Without an explanation for how these
7 figures were arrived at, employees cannot "readily ascertain" their total hours worked.
8 Therefore, Verizon failed to provide an accurate showing of the "total hours worked" by its
9 employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

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

13 51. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
14 behalf of himself and all other aggrieved employees by and through Labor Code section
15 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
16 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
17 Prayer For Relief.

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

20 53. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
21 section 2699(g)(1).

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

25 54. Plaintiff hereby incorporates by reference paragraphs 1 through 53 as though fully set forth
26 herein.

27 55. Defendants failed to reimburse their employees for all necessary business expenditures
28 incurred in direct consequence of the discharge of their duties in violation of, among other

1 statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants'
2 standard policies which require its employees to incur mileage and to use their own cell phones
3 for work-related purposes, without reimbursement.

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

7 57. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
8 behalf of himself and all other aggrieved employees by and through Labor Code section
9 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover
10 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
11 Prayer For Relief.

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

14 59. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
15 section 2699(g)(1).

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

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

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

26 62. 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 63. 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 64. 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 65. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
9 section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

10 **PRAYER FOR RELIEF**

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

- 12 1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section
13 2699(g)(1);
14 2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
15 3. For such other relief as the Court deems just and proper.

16
17 Dated: June 25, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

18 

19 Eric K. Yaeckel

20 Ryan T. Kuhn

Cody D. Archer

21 Attorneys for Plaintiff CHRISTIAN OLANDE in a
22 Representative capacity, and on behalf of other
23 members of the general public similarly situated
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25
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27
28

Exhibit 1

SULLIVAN & YAECKEL
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PHONE 619-702-6760
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April 17, 2025

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: Christian Olande v. Verizon Connect, Inc., Verizon Communications, Inc., and Verizon Corporate Resources Group, LLC
Our File No.: 7459

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 Verizon Connect, Inc., Verizon Communications, Inc., and Verizon Corporate Resources Group, LLC (hereinafter collectively referred to as “Verizon”), in the above referenced matter. This “written notice” is filed on behalf of Christian Olande (hereinafter referred to as “Plaintiff” or “Mr. Olande”) and all current and former non-exempt employees employed by Verizon. 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; *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69. However, Plaintiff is also aware of a potentially conflicting Court of Appeal Opinion in *Leeper v. Shipt, Inc.* (2024) 107 Cal.App.5th 1001. 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.

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

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 227.3, 510, 511, 512, 1194, and 2802, as well as IWC Wage Order 4, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11040 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Mr. Olande was employed as an employee for Verizon from approximately February, 2022 through approximately December, 2024.

Throughout the term of Plaintiff's employment, Verizon required Plaintiff and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Verizon 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 204, 1194, 510, IWC Wage Order 4, and/or any other applicable wage orders. This illegal action is due, in part, to Verizon'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, Verizon would instruct Plaintiff to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Verizon would often require Plaintiff to work extended hours (beyond scheduled hours), without compensation. Further, Verizon would regularly contact Plaintiff outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, Verizon has notice of Plaintiff, 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. Plaintiff was frequently scheduled to be "On Call" outside of when his work shifts ended, but was never compensated for this time. Further, Verizon failed to properly calculate and pay overtime at the actual overtime rate of pay, as Verizon ignores certain compensation when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Verizon 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 4, and/or any other applicable wage orders. For example, Verizon 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 the employees were on a given day. As an example, Verizon Time Records (produced by Verizon) show that on October 9, 2024, Mr. Olande started a shift at 5:50 a.m. and then clocked out for a Meal Period at 11:15 a.m. On this date, Mr. Olande **worked a shift lasting 5 hours and 25 minutes** before receiving a Meal Period. (Please see **Exhibit A**). As a *second* example, Verizon Time Records (produced by Verizon) show that on November 20, 2024, Mr. Olande started a shift at 5:55 a.m. and then clocked out for a Meal Period at 11:00 a.m. On this date, Mr. Olande **worked a shift lasting 5 hours and 5 minutes** before receiving a Meal Period. (Please see **Exhibit B**). Further, no Meal Period penalty payment was ever made pursuant to these violations.

- Verizon 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, Verizon 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, Verizon failed to pay Meal Period Premiums at the proper rate, as Verizon 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.
- Verizon required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Verizon would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.

- Verizon illegally retained control over its employees during Meal Periods. For example, Verizon 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

- Verizon 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 4, and/or any other applicable wage orders. For example, Verizon does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Verizon 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. Verizon 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. Verizon 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 Verizon 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.
- Verizon required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Verizon would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Plaintiff was required to respond to supervisors and/or residents Rest Periods.
- Finally, Verizon illegally retained control over its employees during Rest Periods. For example, Verizon 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

- Verizon 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. Plaintiff and other employees were not compensated for all hours worked (due in part to Verizon’s requirement that employees list only *scheduled* work-times, not actual work-times.)

- Verizon violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Verizon (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 Verizon 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.

- Verizon 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. Verizon does not explain how its system describes “time worked” on the Wage Statement itself. As one example, for the pay period ending September 21, 2024, Verizon Wage Statements indicate Mr. Olande was paid for “1.93” Overtime hours. (Please see **Exhibit C**). As such, Plaintiff cannot “readily ascertain” what these figures mean. This is because Verizon 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.* “.93”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Verizon 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.

- Verizon violated Labor Code section 226(a)(8) by failing to provide an accurate showing of the name of the legal entity that is the employer. For example, “Verizon Corp Rsrcs Group LLC” is listed on Mr. Olande’s Wage Statement as his employer (See Exhibits A, B, and C), however this “incorrect” listing is not listed with the California Secretary of State as a business entity, nor is it listed as a recognized D.B.A. with the San Diego County Records Office.

Failure to Provide Compliant Expense Reimbursement Payments

- Verizon 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 Plaintiff and other non-exempt employees, including expenses for cell-phone costs.

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Willful Failure to Provide All Compensation to Ex-Employees

- Verizon failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203 and 227.3, due, in part, to the fact that Verizon failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

To confirm, Verizon 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,



Eric K. Yaeckel, Esq.

Via Certified U.S. Mail

CT Corporation System
Agent of Service of Process for
Verizon Connect, Inc.
330 N. Brand Blvd, Ste. 700
Glendale, CA 91203

VERIZON CONNECT, INC.
Human Resources Director
5055 North Point Parkway
Alpharetta, GA 30022

VERIZON CONNECT, INC.
Human Resources Director
9868 Scranton Rd
San Diego, CA 92121

CT Corporation System
Agent of Service of Process for
Verizon Communications, Inc.
28 Liberty Street
New York, NY 10005

CT Corporation System

Agent of Service of Process for

Verizon Corporate Resources Group, LLC

330 N. Brand Blvd, Ste. 700

Glendale, CA 91203

Exhibit A

Employee Name	Work_Date	DayofWeek	ACTUAL_PUNCH	ELASPED_PUNCH	Hours	Time Code	Time Code Description
Olande, Christian	9/6/2024	Friday	2:50 PM	3:00 PM	0.16666667	WRK	Work Hours
Olande, Christian	9/6/2024	Friday	5:50 AM	10:00 AM	4.16666667	WRK	Work Hours
Olande, Christian	9/6/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid
Olande, Christian	9/6/2024	Friday	11:00 AM	2:50 PM	3.83333333	WRK	Work Hours
Olande, Christian	9/9/2024	Monday	2:55 PM	3:00 PM	0.08333333	WRK	Work Hours
Olande, Christian	9/9/2024	Monday	5:55 AM	10:00 AM	4.08333333	WRK	Work Hours
Olande, Christian	9/9/2024	Monday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	9/9/2024	Monday	11:00 AM	2:55 PM	3.91666667	WRK	Work Hours
Olande, Christian	9/10/2024	Tuesday	2:45 PM	3:00 PM	0.25	WRK	Work Hours
Olande, Christian	9/10/2024	Tuesday	5:45 AM	10:40 AM	4.91666667	WRK	Work Hours
Olande, Christian	9/10/2024	Tuesday	10:40 AM	11:40 AM	1	UAT	Unallocated Time
Olande, Christian	9/10/2024	Tuesday	11:40 AM	2:45 PM	3.08333333	WRK	Work Hours
Olande, Christian	9/11/2024	Wednesday	2:50 PM	3:00 PM	0.16666667	WRK	Work Hours
Olande, Christian	9/11/2024	Wednesday	5:50 AM	10:45 AM	4.91666667	WRK	Work Hours
Olande, Christian	9/11/2024	Wednesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	9/11/2024	Wednesday	11:45 AM	2:50 PM	3.08333333	WRK	Work Hours
Olande, Christian	9/12/2024	Thursday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	9/12/2024	Thursday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	9/12/2024	Thursday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	9/13/2024	Friday	3:00 PM	4:26 PM	1.43333333	WRK	Work Hours
Olande, Christian	9/13/2024	Friday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	9/13/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid
Olande, Christian	9/13/2024	Friday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	9/16/2024	Monday	8:00 AM	4:00 PM	8	VAC	Vacation
Olande, Christian	9/17/2024	Tuesday	8:00 AM	4:00 PM	8	VAC	Vacation
Olande, Christian	9/18/2024	Wednesday	8:00 AM	4:00 PM	8	VAC	Vacation
Olande, Christian	9/19/2024	Thursday	8:00 AM	4:00 PM	8	VAC	Vacation
Olande, Christian	9/20/2024	Friday	8:00 AM	4:00 PM	8	VAC	Vacation
Olande, Christian	9/23/2024	Monday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	9/23/2024	Monday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	9/23/2024	Monday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	9/24/2024	Tuesday	2:50 PM	3:00 PM	0.16666667	WRK	Work Hours
Olande, Christian	9/24/2024	Tuesday	5:50 AM	10:45 AM	4.91666667	WRK	Work Hours
Olande, Christian	9/24/2024	Tuesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	9/24/2024	Tuesday	11:45 AM	2:50 PM	3.08333333	WRK	Work Hours
Olande, Christian	9/25/2024	Wednesday	2:55 PM	3:00 PM	0.08333333	WRK	Work Hours
Olande, Christian	9/25/2024	Wednesday	5:55 AM	10:45 AM	4.83333333	WRK	Work Hours
Olande, Christian	9/25/2024	Wednesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	9/25/2024	Wednesday	11:45 AM	2:55 PM	3.16666667	WRK	Work Hours
Olande, Christian	9/26/2024	Thursday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	9/26/2024	Thursday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	9/26/2024	Thursday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	9/27/2024	Friday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	9/27/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid
Olande, Christian	9/27/2024	Friday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	9/30/2024	Monday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	9/30/2024	Monday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	9/30/2024	Monday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	10/1/2024	Tuesday	2:50 PM	3:00 PM	0.16666667	WRK	Work Hours
Olande, Christian	10/1/2024	Tuesday	5:50 AM	10:45 AM	4.91666667	WRK	Work Hours
Olande, Christian	10/1/2024	Tuesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	10/1/2024	Tuesday	11:45 AM	2:50 PM	3.08333333	WRK	Work Hours
Olande, Christian	10/2/2024	Wednesday	6:00 AM	2:00 PM	8	VAC	Vacation
Olande, Christian	10/3/2024	Thursday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	10/3/2024	Thursday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	10/3/2024	Thursday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	10/4/2024	Friday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	10/4/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid
Olande, Christian	10/4/2024	Friday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	10/7/2024	Monday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	10/7/2024	Monday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	10/7/2024	Monday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	10/8/2024	Tuesday	2:50 PM	3:00 PM	0.16666667	WRK	Work Hours
Olande, Christian	10/8/2024	Tuesday	5:50 AM	10:45 AM	4.91666667	WRK	Work Hours
Olande, Christian	10/8/2024	Tuesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	10/8/2024	Tuesday	11:45 AM	2:50 PM	3.08333333	WRK	Work Hours
Olande, Christian	10/9/2024	Wednesday	1:20 PM	1:30 PM	0.16666667	WRK	Work Hours
Olande, Christian	10/9/2024	Wednesday	1:30 PM	3:00 PM	1.5	VAC	Vacation
Olande, Christian	10/9/2024	Wednesday	5:50 AM	11:15 AM	5.41666667	WRK	Work Hours
Olande, Christian	10/9/2024	Wednesday	11:15 AM	12:15 PM	1	UAT	Unallocated Time
Olande, Christian	10/9/2024	Wednesday	12:15 PM	1:20 PM	1.08333333	WRK	Work Hours
Olande, Christian	10/10/2024	Thursday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	10/10/2024	Thursday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	10/10/2024	Thursday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	10/11/2024	Friday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	10/11/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid

Verizon Corp Rsrcs Group LLC
One Verizon Way
Basking Ridge NJ 07920
1-800-932-7947

Pay Group: V3 - Biweekly CA Mgt
Pay Begin Date: 10/06/2024
Pay End Date: 10/19/2024
Advice #: 38375906
Advice Date: 10/25/2024
- On-Line Check -

Christian Olande 1334 Myra Ct Chula Vista CA 91911	Employee ID: 2667773 Mail Drop: 100000000 Location: 9868 Scranton Rd Cycle Rate: 2477.96	TAX DATA: Federal CA State Marital Status: Exempt Exempt Allowances: 0 0 Addl. Pct.: 0 0 Addl. Amt.: 0 0
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HOURS AND EARNINGS						TAXES			
Description	Rate	Current Hours	Earnings	YTD Hours	Earnings	Description	Current	Tax Gross Cur	YTD Tax Gross YTD
CURRENT PAY PERIOD:						Fed Withholding		5,421.50	6,480.89
10/06/2024-10/19/2024						Fed MED/EE	78.62	5,421.50	1,138.07
Regular Pay		78.16	2,420.97	1,316.08	40,337.90	Fed OASDI/EE	336.13	5,421.50	4,866.21
	30.974519					CA Withholding		5,421.50	2,016.72
OT Paid @ 1.5		0.75	34.35	12.85	584.96	CA OASDI/EE	59.61	5,419.17	862.82
	46.461779								
TOTAL HOURS WORKED:		78.91		1,328.93					
Vacation		1.50	46.46	99.00	3,036.25				
	30.974519								
PRIOR PAY PERIOD:									
08/01/2024-08/31/2024									
Comm Brg			3,073.62		7,240.28				
YTD HISTORY:									
Medical - Refund					23.08				
Absence Time Unpaid				193.25					
STD No Pay				80.00					
Short Term Disability				80.00	2,477.96				
Absence Commission - 100%					1,538.40				
OT Adjustment 1.5x				2.50	18.45				
OT True Up @ 1.5				9.99	146.99				
OT True Up @ 2.0				8.25	84.52				
Holiday				40.00	1,217.34				
Commissions					20,873.65				
Personal Leave				39.50	1,216.73				
CA Personal Day Payout-Annual				0.50	15.04				
Sick Pay				18.00	537.55				
Sick Pay				22.00	661.57				
State Disability Offset					-1,509.00				
Stipend Pay					350.00				
Stock Together Award					2,724.34				
Total:			5,575.90		31,596.01	Total:	474.36		15,364.71
BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS			
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD	
Before-Tax Medical	156.73	3,134.60	BC Roth After Tax	184.42	1,779.15	Taxable Grp Life Impdt Inc*	2.33	46.60	
			Roth After Tax	150.14	2,930.77	Taxable Grp Life Impdt Inc-		2.33	
			STP Net Pay Adjustment		1,607.92	Adj*			
			After-Tax Medical - Retro		179.81				
Total:	156.73	3,134.60	Total:	334.56	6,497.65	*Taxable			
TOTAL GROSS		FED TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS		NET PAY	
Current:	5,575.90	5,421.50	474.36	491.29	4,610.25				
YTD:	31,596.01	78,487.26	15,364.71	9,632.25	56,599.05				
NET PAY DISTRIBUTION									
Checking Acct#							XXXXXXXX109	4,610.25	
Total:								4,610.25	

MESSAGE:
Regular Pay: 10/06/24-10/19/24, Exception Pay: 10/06/24-10/19/24.

Exhibit B

Employee Name	Work_Date	DayofWeek	ACTUAL_PUNCH	ELASPED_PUNCH	Hours	Time Code	Time Code Description
Olande, Christian	11/13/2024	Wednesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	11/13/2024	Wednesday	11:45 AM	2:55 PM	3.166666667	WRK	Work Hours
Olande, Christian	11/14/2024	Thursday	2:55 PM	3:00 PM	0.083333333	WRK	Work Hours
Olande, Christian	11/14/2024	Thursday	5:55 AM	10:00 AM	4.083333333	WRK	Work Hours
Olande, Christian	11/14/2024	Thursday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	11/14/2024	Thursday	11:00 AM	2:55 PM	3.916666667	WRK	Work Hours
Olande, Christian	11/15/2024	Friday	2:57 PM	3:00 PM	0.05	WRK	Work Hours
Olande, Christian	11/15/2024	Friday	5:57 AM	10:00 AM	4.05	WRK	Work Hours
Olande, Christian	11/15/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid
Olande, Christian	11/15/2024	Friday	11:00 AM	2:57 PM	3.95	WRK	Work Hours
Olande, Christian	11/18/2024	Monday	2:58 PM	3:00 PM	0.033333333	WRK	Work Hours
Olande, Christian	11/18/2024	Monday	5:58 AM	10:00 AM	4.033333333	WRK	Work Hours
Olande, Christian	11/18/2024	Monday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	11/18/2024	Monday	11:00 AM	2:58 PM	3.966666667	WRK	Work Hours
Olande, Christian	11/19/2024	Tuesday	2:50 PM	3:00 PM	0.166666667	WRK	Work Hours
Olande, Christian	11/19/2024	Tuesday	5:50 AM	10:45 AM	4.916666667	WRK	Work Hours
Olande, Christian	11/19/2024	Tuesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	11/19/2024	Tuesday	11:45 AM	2:50 PM	3.083333333	WRK	Work Hours
Olande, Christian	11/20/2024	Wednesday	1:00 PM	3:00 PM	2	VAC	Vacation
Olande, Christian	11/20/2024	Wednesday	5:55 AM	11:00 AM	5.083333333	WRK	Work Hours
Olande, Christian	11/20/2024	Wednesday	11:00 AM	12:00 PM	1	UAT	Unallocated Time
Olande, Christian	11/20/2024	Wednesday	12:00 PM	12:55 PM	0.916666667	WRK	Work Hours
Olande, Christian	11/20/2024	Wednesday	12:55 PM	1:00 PM	0.083333333	WRK	Work Hours
Olande, Christian	11/21/2024	Thursday	2:55 PM	3:00 PM	0.083333333	WRK	Work Hours
Olande, Christian	11/21/2024	Thursday	5:55 AM	10:00 AM	4.083333333	WRK	Work Hours
Olande, Christian	11/21/2024	Thursday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	11/21/2024	Thursday	11:00 AM	2:55 PM	3.916666667	WRK	Work Hours
Olande, Christian	11/22/2024	Friday	2:32 PM	3:00 PM	0.466666667	WRK	Work Hours
Olande, Christian	11/22/2024	Friday	5:32 AM	10:00 AM	4.466666667	WRK	Work Hours
Olande, Christian	11/22/2024	Friday	10:00 AM	11:00 AM	1	MBU	Meal Break Unpaid
Olande, Christian	11/22/2024	Friday	11:00 AM	2:32 PM	3.533333333	WRK	Work Hours
Olande, Christian	11/25/2024	Monday	2:57 PM	3:00 PM	0.05	WRK	Work Hours
Olande, Christian	11/25/2024	Monday	5:57 AM	10:00 AM	4.05	WRK	Work Hours
Olande, Christian	11/25/2024	Monday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	11/25/2024	Monday	11:00 AM	2:57 PM	3.95	WRK	Work Hours
Olande, Christian	11/26/2024	Tuesday	2:55 PM	3:00 PM	0.083333333	WRK	Work Hours
Olande, Christian	11/26/2024	Tuesday	5:55 AM	10:45 AM	4.833333333	WRK	Work Hours
Olande, Christian	11/26/2024	Tuesday	10:45 AM	11:45 AM	1	UAT	Unallocated Time
Olande, Christian	11/26/2024	Tuesday	11:45 AM	2:55 PM	3.166666667	WRK	Work Hours
Olande, Christian	11/27/2024	Wednesday	6:00 AM	10:00 AM	4	WRK	Work Hours
Olande, Christian	11/27/2024	Wednesday	10:00 AM	11:00 AM	1	UAT	Unallocated Time
Olande, Christian	11/27/2024	Wednesday	11:00 AM	3:00 PM	4	WRK	Work Hours
Olande, Christian	11/28/2024	Thursday	1:00 PM	5:00 PM	4	HOL	Holiday - Paid (not worked)
Olande, Christian	11/28/2024	Thursday	6:00 AM	8:00 AM	2	UAT	Unallocated Time
Olande, Christian	11/28/2024	Thursday	8:00 AM	12:00 PM	4	HOL	Holiday - Paid (not worked)
Olande, Christian	11/28/2024	Thursday	12:00 PM	1:00 PM	1	MBU	Meal Break Unpaid
Olande, Christian	11/29/2024	Friday	1:00 PM	5:00 PM	4	HOL	Holiday - Paid (not worked)
Olande, Christian	11/29/2024	Friday	6:00 AM	8:00 AM	2	UAT	Unallocated Time
Olande, Christian	11/29/2024	Friday	8:00 AM	12:00 PM	4	HOL	Holiday - Paid (not worked)
Olande, Christian	11/29/2024	Friday	12:00 PM	1:00 PM	1	MBU	Meal Break Unpaid
Olande, Christian	12/2/2024	Monday	1:00 PM	5:00 PM	4	WRK	Work Hours
Olande, Christian	12/2/2024	Monday	8:00 AM	12:00 PM	4	WRK	Work Hours
Olande, Christian	12/2/2024	Monday	12:00 PM	1:00 PM	1	MBU	Meal Break Unpaid
Olande, Christian	12/3/2024	Tuesday	1:00 PM	5:00 PM	4	WRK	Work Hours
Olande, Christian	12/3/2024	Tuesday	8:00 AM	12:00 PM	4	WRK	Work Hours
Olande, Christian	12/3/2024	Tuesday	12:00 PM	1:00 PM	1	MBU	Meal Break Unpaid
Olande, Christian	12/4/2024	Wednesday	1:00 PM	5:00 PM	4	WRK	Work Hours
Olande, Christian	12/4/2024	Wednesday	8:00 AM	12:00 PM	4	WRK	Work Hours
Olande, Christian	12/4/2024	Wednesday	12:00 PM	1:00 PM	1	MBU	Meal Break Unpaid
Olande, Christian	12/5/2024	Thursday	1:00 PM	5:00 PM	4	WRK	Work Hours
Olande, Christian	12/5/2024	Thursday	8:00 AM	12:00 PM	4	WRK	Work Hours
Olande, Christian	12/5/2024	Thursday	12:00 PM	1:00 PM	1	MBU	Meal Break Unpaid

962 rows selected.

Verizon Corp Rsrres Group LLC
One Verizon Way
Basking Ridge NJ 07920
1-900-932-7947

Pay Group	V3 - Biweekly CA Mgt	Advice #	38430190
Pay Begin Date:	11/17/2024	Advice Date:	12/06/2024
Pay End Date:	11/30/2024	- On-Line Check -	

Christian Olande 1334 Myra Ct. Chula Vista CA 91911	Employee ID: 2667773 Mail Drop: H00000000 Location: 9868 Scranton Rd Cycle Rate: 2477.96	TAX DATA: Federal: Exempt CA State: Exempt Allowances: 0 Addl. Pct: 0 Addl. Amt: 0
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HOURS AND EARNINGS						TAXES				
Description	Rate	Current Hours	Earnings	Hours	YTD Earnings	Description	Current	Tax Gross Cur	YTD Tax Gross	YTD
CURRENT PAY PERIOD:						Fed Withholding		2,368.16	6,480.89	87,891.87
11/17/2024-11/30/2024						Fed MED/EE	34.34	2,368.16	1,274.43	87,891.87
Regular Pay		62.00	1,920.42	1,470.08	45,107.98	Fed OASDI/EE	146.83	2,368.16	5,449.30	87,891.87
	30.974519					CA Withholding		2,368.16	2,016.72	87,891.87
OT Paid @ 1.5		0.96	44.60	14.80	675.56	CA OASDI/EE	26.03	2,365.83	966.20	87,835.95
	46.461779									
TOTAL HOURS WORKED:		62.96		1,484.88						
Holiday		16.00	495.59	56.00	1,712.93					
	30.974519									
Vacation		2.00	61.95	157.00	4,832.78					
	30.974519									
YTD HISTORY:										
Medical - Refund					23.08					
Absence Time Paid				4.00	123.90					
Absence Time Unpaid				193.75						
Comm Brdg					7,240.28					
STD No Pay				80.00						
Short Term Disability				80.00	2,477.96					
Absence Commission - 100%					1,538.40					
OT Adjustment 1.5x				2.50	18.45					
OT True Up @ 1.5				12.93	166.47					
OT True Up @ 2.0				8.25	84.52					
Commissions					23,197.48					
Personal Leave				47.50	1,464.53					
CA Personal Day Payout-Annual				0.50	15.04					
Sick Pay				18.00	557.55					
Sick Pay				22.00	661.57					
State Disability Offset					-1,509.00					
Stipend Pay					350.00					
Stock Together Award					2,724.34					
Total:			2,522.56		91,463.82	Total:	307.20		16,187.54	
BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS				
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD		
Before-Tax Medical	156.73	3,604.79	Roth After Tax	151.35	3,383.41	Taxable Grp Life Imptd Inc*	2.33	53.59		
			BC Roth After Tax		1,918.58	Taxable Grp Lif Imptd Inc-		2.33		
			STP Net Pay Adjustment		1,607.92	Adj*				
			After-Tax Medical - Retro		179.81					
Total:	156.73	3,604.79	Total:	151.35	7,089.72	*Taxable				
TOTAL GROSS			FED TAXABLE GROSS			TOTAL TAXES		TOTAL DEDUCTIONS		NET PAY
Current:	2,522.56		2,368.16			307.20		308.08		2,007.28
YTD:	91,463.82		87,891.87			16,187.54		10,694.51		64,581.77
NET PAY DISTRIBUTION										
Checking Acct#							XXXXXX3109			2,007.28
Total:										2,007.28

MESSAGE:

Regular Pay: 11/17/24-11/30/24, Exception Pay: 11/17/24-11/30/24.

Exhibit C

Verizon Corp Rsrcs Group LLC
One Verizon Way
Basking Ridge NJ 07920
1-800-932-7947

Pay Group: V3 - Biweekly CA Mgt
Pay Begin Date: 09/08/2024
Pay End Date: 09/21/2024
Advice #: 38327130
Advice Date: 09/27/2024
- On-Line Check -

Christian Olande 1334 Myra Ct. Chula Vista CA 91911	Employee ID:	2667773	TAX DATA:	Federal	CA State
	Mail Drop:	1100000000	Marital Status:	Exempt	Exempt
	Location:	9868 Scranton Rd	Allowances:	0	0
	Cycle Rate:	2477.96	Addl. Pct:	0	0
			Addl. Amt:	0	0

HOURS AND EARNINGS						TAXES			
Description	Rate	Current Hours	Earnings	YTD Hours	YTD Earnings	Description	Current	Tax Gross Cur	YTD Tax Gross YTD
CURRENT PAY PERIOD: 09/08/2024-09/21/2024						Fed Withholding		2,413.23	6,480.89
Regular Pay		80.00	2,477.96	1,165.92	35,686.77	Fed MED/EE	34.99	2,413.23	1,025.48
	30.974519					Fed OASDI/EE	149.62	2,413.23	4,384.81
OT Paid @ 1.5x		1.93	89.67	11.68	530.60	CA Withholding		2,413.23	2,016.72
	46.461779					CA OASDI/EE	26.52	2,410.90	777.46
TOTAL HOURS WORKED:		81.93		1,177.60					
YTD HISTORY:									
Medical - Refund					23.08				
Absence Time Unpaid				193.25					
Comm Brdg					4,166.66				
STD No Pay				80.00					
Short Term Disability				80.00	2,477.96				
Absence Commission - 100%					1,538.40				
OT Adjustment 1.5x				2.50	18.45				
OT True Up @ 1.5				9.99	146.99				
OT True Up @ 2.0				8.25	84.52				
Holiday				40.00	1,217.34				
Commissions					20,873.65				
Personal Leave				39.50	1,216.73				
CA Personal Day Payout-Annual				0.50	15.04				
Sick Pay				18.00	537.55				
Sick Pay				22.00	661.57				
State Disability Offset					-1,509.00				
Stipend Pay					350.00				
Stock Together Award					2,724.34				
Vacation				89.50	2,741.99				
Total:			2,567.63		73,522.64	Total:	211.13		14,685.36
BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS			
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD	
Before-Tax Medical	156.73	2,821.14	Roth After Tax	154.06	2,630.78	Taxable Grp Life Impd Inc*	2.33	41.94	
			STP Net Pay Adjustment		1,607.92	Taxable Grp Life Impd Inc-Adj*		2.33	
			BC Roth After Tax		1,594.73				
			After-Tax Medical - Retro		179.81				
Total:	156.73	2,821.14	Total:	154.06	6,013.24	*Taxable			
TOTAL GROSS			FED TAXABLE GROSS			TOTAL TAXES			
Current:	2,567.63		2,413.23			310.79		2,045.71	
YTD:	73,522.64		70,722.69		14,685.36	8,834.38		50,002.90	
NET PAY DISTRIBUTION									
Checking Acct:#							XXXXXX3109	2,045.71	
Total:								2,045.71	

MESSAGE:
Regular Pay: 09/08/24-09/21/24. Exception Pay: 09/08/24-09/21/24.