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Electronically Filed
Superior Court of California
County of San Joaquin
2022-10-04 07:42:57
Clerk: Mia Stipe

Case Management Conference
04/06/2023 08:30 AM in 11B

STK-CV-UOE-2022-0009087

9 **SUPERIOR COURT OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

11 **LUIS NAVARRO, an individual;**

12 **Plaintiff,**

13 **vs.**

14 **TMP SERVICES, INC., a corporation; and**
15 **DOES 1-100, inclusive,**

16 **Defendants.**

Case No.:

COMPLAINT

1. **FAILURE TO PROPERLY CALCULATE AND PAY OVERTIME**
2. **FAILURE TO PROPERLY CALCULATE AND PAY SICK LEAVE**
3. **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
4. **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
5. **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
6. **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
7. **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
8. **FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST**
9. **FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST**

JURY TRIAL DEMANDED

17 Plaintiff Luis Navarro brings this action against TMP Services, Inc., a corporation; and Does 1
18 through 100, for violations of the Labor Code.

19 ///

20 ///

PARTIES

1. Plaintiff Luis Navarro (“Navarro” or “Plaintiff”) is and at all times relevant herein was employed in San Joaquin County, California, and was an “employee” as defined by the Labor Code and applicable California Industrial Wage Commission (“IWC”) Wage Order(s).

2. Defendant TMP Services, Inc. (aka “Defendant”) was, at all times relevant was an “employer” as defined by the Labor Code and applicable IWC Wage Order(s). Though TMP Services, Inc. does not show as registered with the California Secretary of State, it does business in San Joaquin, County, California and Plaintiff is informed and believes, and thereon alleges, that it has its principal place of business in Colton, California.

3. TMP Services, Inc. and Does 1-100 are collectively referred to as Defendants.

4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

///

6. Venue is proper in this court because the unlawful acts alleged herein took place in San Joaquin County, California and Plaintiff's place of employment with Defendants was within San Joaquin County. Plaintiff demands a jury trial.

7. Navarro was hired by TMP Services, Inc. in or around October 2017; his job position was welder/driver/installer.

9. Navarro was correctly classified as an hourly employee, eligible for overtime as well as rest and meal periods.

11. Navarro's employment ended on or around August 17, 2022.

13. Similarly, Navarro was also denied the opportunity to take thirty-minute meal periods for every workshift that was more than five hours. If Navarro was on the road, he was often completely unable, due to the demands of the job, to take a meal period at all. Even when Navarro was working in the shop, he was often unable to take a *timely* meal period; periodically, Navarro would not be able to take a meal period until he had worked substantially in excess of five hours.

14. Further, Navarro was not paid “premium” wages—an hour of pay at his regular rate of compensation—for each rest and meal period that was unlawfully withheld. Navarro is informed

1 and believes that his time records were manipulated to indicate that Navarro took all required rest
2 and meal periods, so that TMP Services, Inc. would not have to pay him premium wages.

3 15. Though Navarro frequently worked overtime, TMP Services, Inc. failed to pay that
4 earned overtime at 1.5 times the “regular rate of pay”, as required by the Labor Code. In addition to
5 his base hourly pay, Navarro was frequently paid “piecemeal pay” which, he is informed and
6 believes, represented prevailing wages earned for working on public works projects. (**Exhibit 1.**)
7 However, when it came time for TMP Services, Inc. to calculate Navarro’s regular rate of pay for
8 purposes of calculating and paying overtime, it used only Navarro’s lower “base” rate of pay,
9 multiplied that by 1.5, and paid overtime accordingly. (See Division of Labor Standards
10 Enforcement Policies and Interpretations Manual, § 49.2.6.)

11 16. TMP Services, Inc. also failed to pay Navarro paid sick days at the appropriate rate.
12 As with his overtime, when Navarro took paid sick days, TMP Services, Inc. paid that sick leave at
13 only his base hourly rate, and failed to account for the value of “piecemeal” wages earned. (See
14 Lab. Code, § 246, subd. (l) [sick pay shall be paid at the regular rate of pay].)

15 17. Because of the underpayment of overtime and paid sick leave, and also the failure to
16 provide rest and meal periods or pay premiums, *supra*, the itemized wage statements furnished to
17 Navarro failed to accurately show the gross wages earned, the net wages earned, and all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9). Furthermore, the
20 wage statements furnished to Navarro failed to show the name and address of the employer; the
21 name was shown, but the address was incomplete. (See Exhibit 1, *supra*.) Thus, TMP Services, Inc.
22 violated Labor Code section 226, subdivision (a)(8).

23 18. At no point since the severance of Navarro’s employment did TMP Services, Inc.
24 pay him the full balance of unpaid wages (including premiums), *supra*.

25 19. Additionally, TMP Services, Inc. failed to reimburse Navarro for business
26 expenditures. For example, in the course of his job duties, Navarro had to use his personal cell
27
28

1 phone for communicating with his employer, as well as clients. However, TMP Services, Inc. did
2 not reimburse Navarro, to any extent, for the charges incurred by work-related phone calls.

3 20. On August 24, 2022, Navarro requested from TMP Services, Inc. copies of, *inter*
4 *alia*, his payroll and personnel records pursuant to Labor Code sections 226 and 1198.5,
5 respectively. (**Exhibit 2.**) As of the date of the filing of this Complaint, TMP Services, Inc. has
6 produced no responsive documents.

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

8 **FIRST CAUSE OF ACTION**
9 **FAILURE TO PROPERLY CALCULATE AND PAY OVERTIME**
10 **(Lab. Code § 510 & 1198)**
11 **Against Defendants**

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

15 23. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
19 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
20 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at
21 the rate of no less than twice the regular rate of pay of an employee.

22 24. The “regular rate of pay” includes all remuneration for employment paid to the
23 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,
24 commissions, non-discretionary bonuses, and the value of meals and lodging. (See 29 U.S.C. §
25 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.)

26 25. Pursuant to Labor Code section 1198, the maximum hours of work and standard
27 conditions of labor fixed by the Commission shall be the maximum hours of work and the standard
28

1 conditions of labor for employees and the employment of any employee for longer hours than those
2 fixed by the Commission or under conditions of labor prohibited by the order is unlawful.

3 26. During the relevant time period, Plaintiff regularly worked overtime and doubletime.

4 27. During the relevant time period, Defendants intentionally and willfully failed to pay the
5 proper overtime/doubletime wages due to Plaintiff.

6 28. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PROPERLY CALCULATE AND PAY SICK LEAVE**
10 **(Lab. Code, §§ 218, 233, 246 *et seq.*)**
11 **Against Defendants**

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

15 30. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
16 employees at that employee's "regular rate of pay."

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

19 32. Labor Code section 233 provides that "any employer who provides sick leave for
20 employees shall permit an employee to use in any calendar year the employee's accrued and
21 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
22 during six months at the employee's then current rate of entitlement, for the reasons specified in
23 subdivision (a) of Section 246.5."

24 33. During the relevant time period, Defendants intentionally and willfully failed to
25 provide paid sick leave as required by law. Accordingly, Plaintiff did not receive the full amount of
26 paid sick time that she was entitled to receive by law and was therefore denied the right to use sick
27 leave within the meaning of Labor Code sections 233(a) and (c).
28

1 34. Any employer who violates Labor Code section 233 is liable to employees for the
2 greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys'
3 fees and costs. (Lab. Code, § 233, subds. (d), (e).)

4 35. Further, Labor Code section 218 authorizes a private right of action to recover unpaid
5 wages.

6 36. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **THIRD CAUSE OF ACTION**
9 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
10 **(Lab. Code, § 226.7)**
 Against Defendants

11 37. Plaintiff hereby realleges and incorporates by reference each and every allegation
12 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 38. Labor Code section 226.7 requires employers to provide employees rest periods as
15 mandated by Order of the Industrial Welfare Commission. It states:

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

23 39. Section 11 of the applicable IWC Wage Order provides:

24 “(A) Every employer shall authorize and permit all employees to take rest periods,
25 which insofar as practicable shall be in the middle of each work period. Nothing
26 in this provision shall prevent an employer from staggering rest periods to avoid
27 interruption in the flow of work and to maintain continuous operations, or from
28 scheduling rest periods to coincide with breaks in the flow of work that occur
 in the course of the workday. The authorized rest period time shall be based on
 the total hours worked daily at the rate of ten (10) minutes net rest time for

every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

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

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

40. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay for each missed rest break.

41. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

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

42. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

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

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's

1 regular rate of compensation for each work day that the meal or rest period is
2 not provided.

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

12 45. The “regular rate of compensation”, for purposes of rest break premiums, must account
13 for not only hourly wages but also other nondiscretionary payments for work performed by the
14 employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

15 46. During the relevant time period, Plaintiff was not provided with meal breaks as
16 required by law and did not receive an additional hour of premium pay at his regular rate of
17 compensation for each missed meal period.

18 47. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

19 **FIFTH CAUSE OF ACTION**
20 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
21 **(Lab. Code, § 226(a))**
22 **Against Defendants**

23 48. Plaintiff hereby realleges and incorporates by reference each and every allegation set
24 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 49. Pursuant to Labor Code section 226(a) “every employer shall, semimonthly or at the
27 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
28 check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by

1 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
2 total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable
3 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
4 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
5 last four digits of his or her social security number or an employee identification number, (8) the name
6 and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during
7 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if
8 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
9 temporary services assignment.”

10 50. An employee suffering injury as a result of the knowing and intentional failure by an
11 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
12 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
13 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
14 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
15 fees. (Lab. Code, § 226, subd. (e)(1).)

16 51. An employee is deemed to suffer injury if the employer fails to provide a wage
17 statement or if the employer fails to provide accurate and complete information as required by any one
18 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
19 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
20 during the pay period or any of the other information required to be provided pursuant to Labor Code
21 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
22 and address of the employer and iv) the name of the employee and the last four digits of his or her
23 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
24 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain
25 the information without reference to other documents or information. (Lab. Code, § 226, subd.
26 (e)(2)(C).)

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

3 53. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
4 provided.

5 **SIXTH CAUSE OF ACTION**
6 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
7 **(Lab. Code, § 201, *et seq.*)**
8 **Against Defendants**

9 54. Plaintiff hereby realleges and incorporates by reference each and every allegation set
10 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 55. Labor Code section 201 provides that if an employer discharges an employee, the wages
13 earned and unpaid at the time of discharge are due and payable immediately.

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

17 57. As set forth above, Plaintiff was not timely paid all earned but unpaid wages when her
18 employment with Defendants ended.

19 58. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
20 provided.

21 **SEVENTH CAUSE OF ACTION**
22 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
23 **(Lab. Code, § 2802.)**
24 **Against Defendants**

25 59. Plaintiff hereby realleges and incorporates by reference each and every paragraph
26 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.

28 60. Labor Code section 202, subdivision (a) provides that “[a]n employer shall
indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
direct consequence of the discharge of his or her duties, or of his or her obedience to the directions

1 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
2 believed them to be unlawful.

3 61. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all
4 incurred business expenses.

5 62. Labor Code section 2802 further provides that, in an action for reimbursement of
6 business expenses, a prevailing plaintiff is entitled to an award of attorney's fees.

7 63. Wherefore, Plaintiff has been injured as set forth above and requests relief as
8 hereafter provided.

9 **EIGHTH CAUSE OF ACTION**
10 **FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST**
11 **(Lab. Code, § 226, subd. (c))**
12 **Against Defendants**

13 64. Plaintiff hereby realleges and incorporates by reference each and every allegation
14 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 65. Pursuant to California Labor Code Labor Code section 226(c), an employer who
17 receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining
18 to a current or former employee shall comply with the request as soon as practicable, but no later
19 than 21 calendar days from the date of the request.

20 66. As set forth above, Plaintiff requested copies of his wage statements, but Defendants
21 failed to timely comply.

22 67. Wherefore, Plaintiff seeks relief as set forth below.

23 **NINTH CAUSE OF ACTION**
24 **FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST**
25 **(Lab. Code, § 1198.5)**
26 **Against Defendants**

27 68. Plaintiff hereby realleges and incorporates by reference each and every paragraph
28 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
allegations of this cause of action.

69. Pursuant to Labor Code § 1198.5(a), “Every current and former employee, or his or her representative, has the right to inspect and receive a copy of his personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” Pursuant to Labor Code § 1198.5(b) an “employer shall make the contents of those personnel records available to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records and the agreed-upon date does not exceed 35 days from the employer’s receipt of the written request.”

70. As set forth above, Plaintiff requested from Defendant, in writing, copies of his personnel records, but Defendant failed to comply with that request in a timely fashion.

71. Wherefore, Plaintiff seeks damages as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. That this Court award injunctive relief, including that available under Labor Code sections 226(h) and 248.5(e);
2. That this Court award unpaid wages, including, but not limited to, unpaid overtime, paid sick leave, and rest and meal break premiums;
3. For restitution of unpaid business expenses;
4. That this Court award statutory penalties including, but not limited to, those available under Labor Code sections 203, 226, and 1198.5;
5. That this Court award statutory attorneys' fees and costs under Labor Code sections 218.5, 226(e)(1) and (h), 248.5(e), 1194, and 1198.5, as well as those available under Code of Civil Procedure section 1021.5;
6. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
7. That this Court award such other and further relief as the court deems just and proper.

1 **DATED:** October 4, 2022

MAYALL HURLEY P.C.

2 By



3 JOHN P. BRISCOE

4 Attorneys for Plaintiff

5 LUIS NAVARRO

EXHIBIT 1

TMP Services, Inc.
2929 Kansas Ave

Luis A Navarro

Direct Deposit

Employee Pay Stub

Check number: D4778

Pay Period: 03/13/2022 - 03/19/2022

Pay Date: 03/25/2022

Employee

Luis A Navarro, [REDACTED]

SSN

[REDACTED]

Earnings and Hours	Qty	Rate	Current	YTD Amount
5202 Wages	21:30	20.00	430.00	6,547.00
5202 Overtime	0:30	30.00	15.00	15.00
6202 Piecemeal Stockton	10:30	60.29	633.05	633.05
5202 Holiday Wages				160.00
5202 Sick Hourly				160.00
	32:30		1,078.05	7,515.05
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-98.00	-502.00
Social Security Employee			-66.84	-465.93
Medicare Employee			-15.63	-108.97
CA - Withholding			-34.70	-105.92
CA - Disability Employee			-11.86	-82.67
			-227.03	-1,265.49
Net Pay			851.02	6,249.56

Direct Deposit	Amount		
Checking - [REDACTED]			851.02
Sick	Accrued	Used	Available
Current	0:00	0:00	16:00
YTD	24:00	8:00	
Vacation	Accrued	Used	Available
Current	0:00		-16:00
YTD			
Memo			
Direct Deposit			

EXHIBIT 2

SOUTHERN CALIFORNIA OFFICE:
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206

STOCKTON OFFICE:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

LODI OFFICE:
118 WEST OAK STREET
LODI, CALIFORNIA 95240

LAW OFFICES OF

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ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE M. HOOVER
ALI HASHEMI

August 24, 2022

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

TMP Services, Inc.
2929 Kansas Ave.
Riverside, CA 92507

Re: Luis Navarro

To whom it may concern:

This office has been retained by Luis Navarro connection with claims arising out of his former employment with TMP Services, Inc. Through the enclosed authorization, we hereby request the following records regarding your former employee:

1. Mr. Navarro's itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Mr. Navarro relating to the obtaining or holding of employment, pursuant to Labor Code § 432;
3. Mr. Navarro's personnel records, pursuant to Labor Code § 1198.5(b);
4. All records documenting the hours worked and paid sick days accrued and used by Mr. Navarro, pursuant to Labor Code § 247.5(a); and
5. Mr. Navarro's payroll records pursuant to Labor Code section 1174 and 29 C.F.R. §§ 516.2.

Please feel free to contact me if you wish to discuss any of the foregoing requests.

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

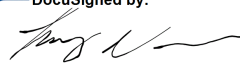
Enclosure

Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Luis Navarro (DOB 06/13/1986) hereby authorize TMP Services, Inc. to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, CA 95207
jbriscoe@mayallaw.com

Dated: 8/24/2022

DocuSigned by:

E0A0BE3A814C438...

Signature

Luis Navarro

Print Name