

APR 10 2023

BY: SJB  
Samantha Becerra, Deputy

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Attorney for Plaintiff Daniel Garcia, in a Representative Capacity,  
and on behalf of other members of the general public similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

DANIEL GARCIA, in a Representative  
Capacity, and on behalf of other members  
of the general public similarly situated,

Plaintiff,

v.

BEST CHOICE PRODUCTS, INC. a  
California Corporation; and DOES 1 to 10,  
inclusive

Defendants

CASE NO. **CIV SB 2303510**

**COMPLAINT FOR:**

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

*Demand for Jury Trial*

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COMES NOW Plaintiff DANIEL GARCIA, (“Plaintiff” or “GARCIA”), in a Representative Capacity, and on behalf of all other aggrieved employees, 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 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. The monetary damages sought on behalf of each and every member of the Representative action exceed those jurisdictional limits as well. 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 and IWC Wage Order(s).
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 Bernardino, State of California.
3. At all relevant times herein, Plaintiff was and is an individual residing in the State of California.
4. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant Best Choice Products, Inc. (“BCP”) was and is a California Corporation doing business in (among others) the County of San Bernardino, State of California.
5. Plaintiff is presently unaware of the true names, capacities, and liability of defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege their true names and capacities after the same have been ascertained.
6. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the co-defendants. Plaintiff’s injuries as herein alleged were proximately caused by said defendants.

Wherever it is alleged herein that any act or omission was done or committed by any specially named defendant or defendants, Plaintiff intends thereby to allege and does allege that the same act or omission was also done and committed by each and every defendant named as a DOE, both separately and in concert or conspiracy with the named defendant or defendants.

7. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, including DOES 1 through 10, are and at all times herein mentioned were either individuals, sole proprietorships, partnerships, registered professionals, corporations, alter egos or other legal entities which were licensed to do and/or were doing business in (among others) the County of San Bernardino, in the State of California at all times relevant to the subject matter of this action.

#### **FACTUAL BACKGROUND**

8. Plaintiff GARCIA was employed by Defendants from approximately May 2016 through June 2022. Throughout his employment with Defendants, Plaintiff performed his job in a capable, competent manner and was commended for doing so.
9. Throughout the term of his employment, Plaintiff and all other members of the Representative action were and currently are denied the benefits and protections of the Labor Code and IWC Wage Order(s), due to Defendants' institutionalized pay practices, standard as to all California based, nonexempt employees.

#### **REPRESENTATIVE ALLEGATIONS**

10. As more specifically set forth below, Plaintiff brings this action in a representative capacity on behalf of himself as well as all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699; *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981; *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. 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 section 510. Plaintiff

1 and the other aggrieved employees were and are denied meal and rest periods and meal and rest  
2 period payments, in violation of, inter alia, Labor Code sections 226.7 and 512. Defendants  
3 failed to furnish accurate itemized wage statements in violation of, inter alia, Labor Code section  
4 226. Finally, Defendants failed to provide all compensation due at termination of employment  
5 in violation of, inter alia, Labor Code sections 201 through 203.

6 11. Plaintiff brings this action on the grounds that he and other current and former aggrieved  
7 employees of Defendants were and are improperly denied the mandated wages resulting from  
8 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The  
9 number of current and former aggrieved employees is believed to exceed Twenty (20) members.

10 12. The approximately Twenty (20) aggrieved employees are comprised of Defendants' current or  
11 former California-based nonexempt employees.

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

- 14 a. Whether Defendants failed to pay their employees the straight-time, overtime, and double  
15 time wages due and owing to them;
- 16 b. Whether Defendants violated, inter alia, California Labor Code sections 510 and 226.7,  
17 as well as California Code of Regulations, title 8, sections 11070(7)(A) and 11010(11)(A)  
18 (applicable Wage Orders), by (1) failing to maintain a legal meal period policy, including  
19 a policy that ensures that a first meal period is provided before an employee works 5  
20 consecutive hours of work or provide a second meal period for shifts lasting in excess of  
21 10 hours, (2) failing to keep accurate records which show when employees' work periods,  
22 including meal periods, begin or end, and (3) failing to pay employees an additional hour  
23 of pay at the "regular rate of compensation" for missed or late meal/rest periods;

24 ///

- c. Whether Defendants violated, inter alia, California Labor Code section 226.7, as well as California Code of Regulations, title 8, sections 11010(11)(A) and 11070(11)(A), by possessing a deficient rest period policy and illegal practice;
- d. Whether Defendants violated, inter alia, California Labor Code section 226 by failing to include accurate and complete information in employees' wage statements; and
- e. Whether Defendants failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Defendants failed to provide proper compensation for all hours worked, as discussed above.

14. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial Welfare Commission Wage Orders of the State of California, including, but not limited to, California Labor Code section 2698 et seq.

15. At all times mentioned herein, Defendants are and were "employers" as that term is used within the relevant sections of the California Labor Code.

16. Plaintiff has exhausted his administrative remedies and pre-filing requirements pursuant to California Labor Code section 2699.3 and has also fulfilled all notice requirements under the statute. To wit, on December 19, 2022, counsel for Plaintiff prepared and submitted a letter to the California Labor & Workforce Development Agency ("LWDA") via the LWDA's Online Filing system. Copies of the letter were mailed to Defendant BCP via USPS Certified Mail. The letter contained the specific provisions of the California Labor Code violated by BCP, as well as the facts and theories in support of Plaintiff's claims. (Please see Exhibit 1, a true and correct copy of this letter.) The statutory time period for the LWDA to investigate and/or respond, and for the employers to respond, has concluded, allowing Plaintiff to proceed with this lawsuit.

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

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**FIRST CAUSE OF ACTION**

**Overtime and Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.  
(On behalf of the Representative action against Defendants and DOES 1 through 10)**

18. Plaintiff hereby incorporates by reference paragraphs 1 through 17 as though fully set forth herein.
19. Throughout the applicable time period, Plaintiff and the other members of the Representative action were denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby.
20. Defendant failed to pay the members of the Representative action all compensation due, including overtime compensation, in violation of, among other statutes, Labor Code section 510. This failure was caused by several separate uniform practices of BCP. For example, BCP failed to properly calculate Plaintiff's (and other employees') regular rate of pay for purposes of overtime compensation such that the value of employee's benefits were not included in the calculation of the regular rate of pay and as such failed to provide all Overtime compensation due, even when some Overtime compensation was provided. Plaintiff is informed and believes and thereon alleges that at all relevant times herein, Defendants failed to take into account the value of all monetary remuneration provided and employee benefits (i.e. appreciation pay and other non-discretionary bonuses) when calculating employees' regular rates of pay, for purposes of overtime compensation, in violation of Labor Code section 510.
21. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and 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.
22. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) and 558(a), including all unpaid or underpaid wages for each of these employees.

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

## **SECOND CAUSE OF ACTION**

### **Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq. (On behalf of the Representative action against Defendants and DOES 1 through 10)**

24. Plaintiff hereby incorporates by reference paragraphs 1 through 23 as though fully set forth herein.

25. 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.

26. 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. §§ 11010(11)(A), 11070 (11)(A). 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. §§ 11010(11), 11070(11).

27. California law requires employers to provide nonexempt employees with a 10-minute rest break for every four hours worked, or "major fraction thereof." 8 Cal. Code Regs. §§ 11010(12), 11070(12).

28. 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. §§ 11010(11)(12), 11070 (11)(12).

29. Within operative time period, Defendants failed to possess compliant meal and rest period policies. This failure resulted in meal period violations, in that Plaintiff and all other members of the Representative action were not provided with an uninterrupted 30-minute meal period no later than the start of their fifth hour of work or a second meal period no later than the start of an their tenth hour of work in a day. This failure also resulted in rest period violations, in that Plaintiff and all other members of the Representative action were not provided with a rest period for every four hours worked, or “major fraction thereof.” Defendants illegally instilled a practice that prohibited Plaintiff, and all other aggrieved employees, from leaving the company premises during their 10-minute rest breaks, if any were provided. Employers are required to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

30. These institutional and established practices of Defendant are illegal, in that Plaintiff and all other members of the Representative action were denied proper meal and rest periods.

31. Defendant willfully failed and refused to pay Plaintiff and all other members of the Representative action one additional hour of pay at their regular rate of pay for all workdays that a meal or rest period was not provided, as required by Labor Code section 226.7 and IWC Wage Orders 1(11)(12) and 7 (11)(12).

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

33. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of himself and 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.

34. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) and 558(a), including all unpaid or underpaid wages for each of these employees.

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

### **THIRD CAUSE OF ACTION**

#### **Wage Statement Violations Pursuant to Labor Code § 2698 et seq. (On behalf of the Representative action against Defendants and DOES 1 through 10)**

36. Plaintiff hereby incorporates by reference paragraphs 1 through 35 as though fully set forth herein.

37. Throughout the applicable time period, Plaintiff and the other members of the Representative action were denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby.

38. Defendant failed to provide Plaintiff and all other members of the Representative action with accurate itemized wage statements in violation of, among other statutes, Labor Code section 226. These violations include, but are not limited to, BCP's failure to provide an accurate showing of (A) the gross wages earned, in violation of Labor Code section 226(a)(1), due to under-payments caused by the "Regular" time and Overtime allegations listed above; (B) the total number of hours (including overtime hours) worked in violation of section 226(a)(2), (C) accurate net or gross wages, including overtime wages, earned in violation of section 226(a)(1) and (5), due to the above referenced violations, (D) all applicable hourly rates in effect, in violation of section 226(a)(9), (E) BCP also failed to provide the inclusive dates of the period for which the employee is paid, in violation of Labor Code section 226(a)(6), and (F) failing to retain compliant information for the length of time required by the statute.

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

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

9 41. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
10 pursuant to Labor Code sections 2699(a) and 558(a), including all unpaid or underpaid wages  
11 for each of these employees.

12 42. Plaintiff also seeks an award of reasonable attorney's fees and costs pursuant to Labor Code  
13 section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.**  
16 **(On behalf of the Representative action against Defendants and DOES 1 through 10)**

17 43. Plaintiff hereby incorporates by reference paragraphs 1 through 42 as though fully set forth  
18 herein.

19 44. Defendants failed to provide Plaintiff and other aggrieved employees with all wages earned and  
20 unpaid at termination in violation of, among other statutes, Labor Code sections 201 through  
21 203. These violations resulted from, among other unlawful actions, Defendants willful failure to  
22 provide accurate and complete compensation to aggrieved employees under Labor Code  
23 sections 226.7, 510, and 512.

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

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

6 47. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
7 pursuant to Labor Code sections 2699(a) and 558(a), including all unpaid or underpaid wages  
8 for each of these employees.

9 48. Plaintiff also seeks an award of reasonable attorney's fees and costs pursuant to Labor Code  
10 section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

11 **PRAYER FOR RELIEF**

- 12 1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code  
13 section 2699(g)(1);  
14 2. For an award of interest pursuant to Labor Code section 218.6;  
15 3. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2);  
16 4. For an award of statutory civil penalties and any unpaid or underpaid wages pursuant  
17 to Labor Code section 558(a); and  
18 5. For such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby requests that this matter be heard and decided by trial by jury  
21

22 Dated: March 2, 2023

TORRES ANGULO LAW GROUP

23  
24 

25 Andrea J. Torres-Angulo  
26 Attorneys for Plaintiff Daniel Garcia, in  
27 a Representative Capacity

# **EXHIBIT 1**

# TORRES ANGULO LAW GROUP

3200 Guasti Road, Suite 100  
Ontario, CA 91761  
(909)784-1416

December 19, 2022

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

*Submitted Via Online Filing*

**Re:** *Daniel Garcia v. Best Choice Products, Inc.*

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 Best Choice Products, Inc., hereinafter "Best Choice," in the above referenced matter. Thank you for your assistance on this issue.

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

CALIFORNIA LABOR CODE SECTIONS 201-203, 226, 226(a), 226.7, 510, 512, and 1194, as well as IWC Wage Order 1, Wage Order 7, codified as Title 8, California Code of Regulations, section 11010 and 11070 et seq.

Facts and theories supporting allegations: my client Daniel Garcia worked as a warehouse employee for Best Choice from approximately May 2016 through June 2022.

Throughout the term of his employment, Best Choice required Mr. Garcia, and all other Aggrieved Employees, to experience actions illegal under the California Labor Code, including the following:

## **Failure to Provide Compliant Meal Periods**

Best Choice 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 1, and Wage Order 7, codified as Title 8, California Code of Regulations, section 11010 (7) and (11), 11070 (7) and (11). For example, Best Choice 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 often either miss a meal period entirely, are provided a short or untimely meal period, or provided only one meal period, even where they were working in excess of 10 hours a day. Best Choice would pressure and force its employees to either skip, or cut short, a meal period. Best Choice engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their location(s).

Moreover, Best Choice engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Please see **Exhibit B**. As a statutorily protected right, the decision to forego a meal period must be made personally by each worker on a daily basis. Therefore, blanket 'waivers' of meal periods (such as Best Choice's policy), shall not be considered valid per DLSE Opinion Letter No. 2003.08-13, p. 3.

Alternatively, to the extent that Best Choice did pay meal period premium wages to Aggrieved Employees, it did so at the incorrect rates. Because Best Choice did not properly calculate Mr. Garcia's and other Aggrieved Employees' regular rates of pay by including all remunerations, such as non-discretionary bonuses and/or incentive pay, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Finally, Best Choice never provided a meal period penalty payment, when employees were denied a compliant second meal period, when Mr. Garcia and other Aggrieved Employees worked shifts over 10 hours. Please see **Exhibit A**.

### **Failure to Provide Compliant Rest Periods**

Best Choice failed to provide compliant rest periods or requisite rest period penalty payments, in violation of, inter alia, Labor Code sections 226.7, and IWC Wage Order 1 and Wage Order 7, codified as Title 8, California Code of Regulations, section 11010 (7) and (11), 11070 (7) and (11). For example, Best Choice does not possess a legal rest period policy, and makes no attempt to ensure that its employees are either timely or wholly provided rest periods. Please see **Exhibit B** for a copy of Best Choice's 2022 employee handbook where it is clear that employees are not permitted or "free" to leave the premises during their rest periods. Additionally, Mr. Garcia and all other Aggrieved Employees were reminded, almost on a daily basis, that they were not allowed to leave the warehouse for their rest periods. The employees are required to remain under the control of Best Choice during their rest periods. Employees often either miss a rest period entirely, even where they were working in excess of 10 hours a day they were only provided 2 rest periods instead of 3. Best Choice would pressure and force its employees to skip their 3<sup>rd</sup> rest period when they worked shifts over 10 hours.

Finally, Best Choice never provided a rest period penalty payment to Mr. Garcia nor informed any of its employees of their right to a rest period penalty payment. Please see **Exhibit A**.

### **Overtime Violations**

Best Choice failed to provide all overtime compensation, to its employees in violation of, inter alia, Labor Code sections 1194 and 510 and the IWC Wage Orders, codified as Title 8, California Code of Regulations, sections 11010 (3), 11070 (3). This illegal action is due, in part, to Best Choice's policies of (1) failing to properly retain accurate Time Records, in violation of

California law, and (2) failing to provide compensation for all time worked by the employees, or in control of the employer.

Specifically, Best Choice failed to properly calculate the overtime rate for employees by failing to include all remunerations, such as non-discretionary bonuses and/or incentive pay. Mr. Garcia and other Aggrieved Employees, were awarded bonuses throughout their employment. Mr. Garcia and other Aggrieved Employees earned bonus on March 1, 2021 for their contribution to the success of the company (no indication that this bonus was discretionary). Please see **Exhibit C**. However, Best Choice failed to incorporate bonus pay into the overtime calculations for all overtime paid to Mr. Garcia and all other Aggrieved Employees in 2021 and 2022. Please see **Exhibits A and C**.

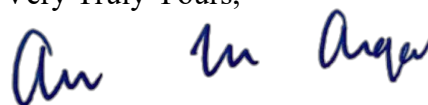
### **Wage Statement Violations**

Best Choice failed to provide an accurate showing of all applicable hourly rates (including for owed meal break or rest break penalties) in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employees (in violation of Labor Code section 226(a)(9), as the employees were working overtime (and double-time), but not being paid for all hours worked. Best Choice's own time records establish patent Overtime violations by failing to provide accurate hourly rates for meal and rest break penalties, regular hours, and overtime hours worked. Please see **Exhibit A**.

To confirm, the Best Choice entity 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,

A handwritten signature in blue ink, appearing to read 'An In Angulo'.

Andrea J. Torres-Angulo, Esq.

*CC: Via Certified Mail*

Chris Johnson/ California Corp. Agents, Inc.  
c/o Agent for Service of Process for Best Choice Products, Inc.  
2108 N. ST STE C  
SACRAMENTO, CA 95816

Best Choice Products, Inc.  
c/o Gregory Yoder  
15101 RED HILL AVE., SUITE 100  
TUSTIN, CA 92780

# **EXHIBIT A**

Pay Summary: **2021 - 52 - 1**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
12/12/2021

**Pay Date**  
12/30/2021

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
12/25/2021

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00520144

**Worked In Dept**  
WHSOPS

**Gross Pay** \$ 1,960.59

|                     |               |              |             |
|---------------------|---------------|--------------|-------------|
| Regular             | Rate: 21.5000 | Hours: 68.67 | \$ 1,476.41 |
| Overtime            | Rate: 32.2500 | Hours: 1.68  | \$ 54.18    |
| FLOAT HOL (field 3) | Rate: 21.5000 | Hours: 10.00 | \$ 215.00   |
| HOLIDAY (field 3)   | Rate: 21.5000 | Hours: 10.00 | \$ 215.00   |

Total Hours Worked: 80.35

Basis of Pay: HOURLY

**Taxes** \$ 237.45

|                              |          |           |
|------------------------------|----------|-----------|
| Social Security              |          | \$ 120.03 |
| Medicare                     |          | \$ 28.07  |
| State Worked In: California  | Code: CA | \$ 66.12  |
| SUI/SDI: California (Taxing) | Code: 75 | \$ 23.23  |

**Deductions** \$ 83.45

|               |          |
|---------------|----------|
| MED - MEDICAL | \$ 24.63 |
| ROT - ROTH    | \$ 58.82 |

**Take Home** \$ 1,639.69

|          |             |
|----------|-------------|
| CHECKING | \$ 1,639.69 |
|----------|-------------|

## Other Details

## Memos

|                 |          |
|-----------------|----------|
| HIth Plan Value | 4,387.65 |
| PTO Balance     | 167.51   |
| 401k Max Elig/c | 1,960.59 |

Pay Summary: **2022 - 2 - 2**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
12/26/2021

**Pay Date**  
1/14/2022

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
1/8/2022

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00024144

**Worked In Dept**  
WHSOPS

**Gross Pay** \$ 1,640.89

|         |               |              |             |
|---------|---------------|--------------|-------------|
| Regular | Rate: 21.5000 | Hours: 64.85 | \$ 1,394.28 |
|---------|---------------|--------------|-------------|

|          |               |             |          |
|----------|---------------|-------------|----------|
| Overtime | Rate: 32.2500 | Hours: 0.98 | \$ 31.61 |
|----------|---------------|-------------|----------|

|                   |               |              |           |
|-------------------|---------------|--------------|-----------|
| HOLIDAY (field 3) | Rate: 21.5000 | Hours: 10.00 | \$ 215.00 |
|-------------------|---------------|--------------|-----------|

Total Hours Worked: 65.83

Basis of Pay: HOURLY

**Taxes** \$ 183.74

|                 |  |           |
|-----------------|--|-----------|
| Social Security |  | \$ 100.21 |
|-----------------|--|-----------|

|          |  |          |
|----------|--|----------|
| Medicare |  | \$ 23.44 |
|----------|--|----------|

|                             |          |          |
|-----------------------------|----------|----------|
| State Worked In: California | Code: CA | \$ 42.31 |
|-----------------------------|----------|----------|

|                              |          |          |
|------------------------------|----------|----------|
| SUI/SDI: California (Taxing) | Code: 75 | \$ 17.78 |
|------------------------------|----------|----------|

**Deductions** \$ 73.86

|               |  |          |
|---------------|--|----------|
| MED - MEDICAL |  | \$ 24.63 |
|---------------|--|----------|

|            |  |          |
|------------|--|----------|
| ROT - ROTH |  | \$ 49.23 |
|------------|--|----------|

**Take Home** \$ 1,383.29

|          |  |             |
|----------|--|-------------|
| CHECKING |  | \$ 1,383.29 |
|----------|--|-------------|

## Other Details

### Memos

|             |        |
|-------------|--------|
| PTO Balance | 173.67 |
|-------------|--------|

|                |       |
|----------------|-------|
| Sick Available | 24.00 |
|----------------|-------|

|                 |          |
|-----------------|----------|
| 401k Max Elig/c | 1,640.89 |
|-----------------|----------|

# Timecard Detail Report with Signature: Garcia, Daniel (7YP000677)

## Timecard Details

| Date In                                                                    | Time In - Out       | Hours | Daily Totals | Pay Code | Out Type   | Worked Department |
|----------------------------------------------------------------------------|---------------------|-------|--------------|----------|------------|-------------------|
| Row Note: USING FLOATING HOLIDAY FOR THE DAY OF THE VIRGIN MARY(RELIGIOUS) |                     |       |              |          |            |                   |
| Sun 12/12/2021                                                             | 07:05 AM - 07:05 AM | 0.00  | 10.00        | ABSENT   |            | WHSOPS            |
| Mon 12/13/2021                                                             | 07:29 AM - 11:45 AM | 4.27  |              |          | Meal Punch | WHSOPS            |
| Mon 12/13/2021                                                             | 12:18 PM - 06:01 PM | 5.72  | 9.99         |          |            | WHSOPS            |
| Tue 12/14/2021                                                             | 07:05 AM - 11:45 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Tue 12/14/2021                                                             | 12:15 PM - 05:30 PM | 5.25  | 9.92         |          |            | WHSOPS            |
| Wed 12/15/2021                                                             | 07:01 AM - 11:47 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Wed 12/15/2021                                                             | 12:17 PM - 06:20 PM | 6.05  | 10.82        |          |            | WHSOPS            |
| Sun 12/19/2021                                                             | 07:01 AM - 11:47 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Sun 12/19/2021                                                             | 12:17 PM - 05:50 PM | 5.55  | 10.32        |          |            | WHSOPS            |
| Mon 12/20/2021                                                             | 06:58 AM - 11:46 AM | 4.80  |              |          | Meal Punch | WHSOPS            |
| Mon 12/20/2021                                                             | 12:16 PM - 06:01 PM | 5.75  | 10.55        |          |            | WHSOPS            |
| Tue 12/21/2021                                                             | 06:57 AM - 11:46 AM | 4.82  |              |          | Meal Punch | WHSOPS            |
| Tue 12/21/2021                                                             | 12:16 PM - 04:34 PM | 4.30  | 9.12         |          |            | WHSOPS            |
| Wed 12/22/2021                                                             | 07:05 AM - 11:45 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Wed 12/22/2021                                                             | 12:15 PM - 05:14 PM | 4.98  | 9.65         |          |            | WHSOPS            |
| Fri 12/24/2021                                                             | 08:00 AM - 06:00 PM | 10.00 | 10.00        | HOLIDAY  |            | WHSOPS            |
| Sun 12/26/2021                                                             | 06:59 AM - 11:46 AM | 4.78  |              |          | Meal Punch | WHSOPS            |
| Sun 12/26/2021                                                             | 12:16 PM - 05:10 PM | 4.90  | 9.68         |          |            | WHSOPS            |
| Mon 12/27/2021                                                             | 06:58 AM - 11:48 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Mon 12/27/2021                                                             | 12:18 PM - 05:09 PM | 4.85  | 9.68         |          |            | WHSOPS            |
| Tue 12/28/2021                                                             | 07:05 AM - 07:05 AM | 0.00  | 0.00         | ABSENT   |            | WHSOPS            |
| Wed 12/29/2021                                                             | 07:01 AM - 11:46 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Wed 12/29/2021                                                             | 12:16 PM - 02:12 PM | 1.93  | 6.68         |          |            | WHSOPS            |
| Fri 12/31/2021                                                             | 08:00 AM - 06:00 PM | 10.00 | 10.00        | HOLIDAY  |            | WHSOPS            |
| Sun 01/02/2022                                                             | 07:00 AM - 11:46 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Sun 01/02/2022                                                             | 12:16 PM - 06:20 PM | 6.07  | 10.84        |          |            | WHSOPS            |
| Mon 01/03/2022                                                             | 07:05 AM - 07:05 AM | 0.00  |              | ABSENT   |            | WHSOPS            |
| Mon 01/03/2022                                                             | 08:10 AM - 11:49 AM | 3.65  |              |          | Meal Punch | WHSOPS            |
| Mon 01/03/2022                                                             | 12:19 PM - 06:49 PM | 6.50  | 10.15        |          |            | WHSOPS            |
| Tue 01/04/2022                                                             | 07:05 AM - 11:48 AM | 4.72  |              |          | Meal Punch | WHSOPS            |
| Tue 01/04/2022                                                             | 12:18 PM - 04:54 PM | 4.60  | 9.32         |          |            | WHSOPS            |
| Wed 01/05/2022                                                             | 07:13 AM - 11:49 AM | 4.60  |              |          | Meal Punch | WHSOPS            |
| Wed 01/05/2022                                                             | 12:19 PM - 05:12 PM | 4.88  | 9.48         |          |            | WHSOPS            |
| Sun 01/09/2022                                                             | 07:00 AM - 11:45 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Sun 01/09/2022                                                             | 12:15 PM - 02:36 PM | 2.35  | 7.10         |          |            | WHSOPS            |
| Mon 01/10/2022                                                             | 07:05 AM - 05:05 PM | 10.00 | 10.00        | PTO      |            | WHSOPS            |
| Tue 01/11/2022                                                             | 06:59 AM - 11:45 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Tue 01/11/2022                                                             | 12:15 PM - 05:20 PM | 5.08  | 9.85         |          |            | WHSOPS            |
| Wed 01/12/2022                                                             | 06:59 AM - 11:45 AM | 4.77  |              |          | Meal Punch | WHSOPS            |

Pay Summary: **2022 - 4 - 1**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
1/9/2022

**Pay Date**  
1/28/2022

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
1/22/2022

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00040146

**Worked In Dept**  
WHSOPS

**Gross Pay** \$ 1,703.34

|                     |               |              |             |
|---------------------|---------------|--------------|-------------|
| Regular             | Rate: 21.5000 | Hours: 57.32 | \$ 1,232.38 |
| Overtime            | Rate: 32.2500 | Hours: 1.27  | \$ 40.96    |
| PAID TIME (field 3) | Rate: 21.5000 | Hours: 10.00 | \$ 215.00   |
| SICK TIME (field 3) | Rate: 21.5000 | Hours: 10.00 | \$ 215.00   |

Total Hours Worked: 68.59

Basis of Pay: HOURLY

**Taxes** \$ 193.31

|                              |          |           |
|------------------------------|----------|-----------|
| Social Security              |          | \$ 104.08 |
| Medicare                     |          | \$ 24.34  |
| State Worked In: California  | Code: CA | \$ 46.43  |
| SUI/SDI: California (Taxing) | Code: 75 | \$ 18.46  |

**Deductions** \$ 75.73

|               |          |
|---------------|----------|
| MED - MEDICAL | \$ 24.63 |
| ROT - ROTH    | \$ 51.10 |

**Take Home** \$ 1,434.30

|          |             |
|----------|-------------|
| CHECKING | \$ 1,434.30 |
|----------|-------------|

## Other Details

## Memos

|                 |          |
|-----------------|----------|
| PTO Balance     | 169.83   |
| Sick Available  | 14.00    |
| 401k Max Elig/c | 1,703.34 |

Pay Summary: **2022 - 6 - 1**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
1/23/2022

**Pay Date**  
2/11/2022

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
2/5/2022

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00060150

**Worked In Dept**  
WHSOPS

**Gross Pay** \$ 1,778.48

|         |               |              |             |
|---------|---------------|--------------|-------------|
| Regular | Rate: 21.5000 | Hours: 78.22 | \$ 1,681.73 |
|---------|---------------|--------------|-------------|

|          |               |             |          |
|----------|---------------|-------------|----------|
| Overtime | Rate: 32.2500 | Hours: 3.00 | \$ 96.75 |
|----------|---------------|-------------|----------|

Total Hours Worked: 81.22

Basis of Pay: HOURLY

**Taxes** \$ 204.86

|                 |           |
|-----------------|-----------|
| Social Security | \$ 108.74 |
|-----------------|-----------|

|          |          |
|----------|----------|
| Medicare | \$ 25.43 |
|----------|----------|

|                             |          |          |
|-----------------------------|----------|----------|
| State Worked In: California | Code: CA | \$ 51.39 |
|-----------------------------|----------|----------|

|                              |          |          |
|------------------------------|----------|----------|
| SUI/SDI: California (Taxing) | Code: 75 | \$ 19.30 |
|------------------------------|----------|----------|

**Deductions** \$ 77.98

|               |          |
|---------------|----------|
| MED - MEDICAL | \$ 24.63 |
|---------------|----------|

|            |          |
|------------|----------|
| ROT - ROTH | \$ 53.35 |
|------------|----------|

**Take Home** \$ 1,495.64

|          |             |
|----------|-------------|
| CHECKING | \$ 1,495.64 |
|----------|-------------|

## Other Details

### Memos

|             |        |
|-------------|--------|
| PTO Balance | 175.99 |
|-------------|--------|

|                |       |
|----------------|-------|
| Sick Available | 14.00 |
|----------------|-------|

|                 |          |
|-----------------|----------|
| 401k Max Elig/c | 1,778.48 |
|-----------------|----------|

Pay Summary: **2022 - 8 - 1**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
2/6/2022

**Pay Date**  
2/25/2022

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
2/19/2022

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00080152

**Worked In Dept**  
WHSOPS

Gross Pay \$ 2,018.96

Regular Rate: 21.5000 Hours: 80.00 \$ 1,720.00

Overtime Rate: 32.2500 Hours: 9.27 \$ 298.96

Total Hours Worked: 89.27

Basis of Pay: HOURLY

Taxes \$ 413.41

Federal Income Tax \$ 171.65

Social Security \$ 123.65

Medicare \$ 28.92

State Worked In: California Code: CA \$ 67.26

SUI/SDI: California (Taxing) Code: 75 \$ 21.93

Deductions \$ 85.20

MED - MEDICAL \$ 24.63

ROT - ROTH \$ 60.57

Take Home \$ 1,520.35

CHECKING \$ 1,520.35

## Other Details

## Memos

PTO Balance 182.15

Sick Available 14.00

401k Max Elig/c 2,018.96

# Timecard Detail Report with Signature: Garcia, Daniel (7YP000677)

## Timecard Details

| Date In        | Time In - Out       | Hours | Daily Totals | Pay Code | Out Type   | Worked Department |
|----------------|---------------------|-------|--------------|----------|------------|-------------------|
| Wed 01/12/2022 | 12:15 PM - 05:23 PM | 5.13  | 9.90         |          |            | WHSOPS            |
| Sat 01/15/2022 | 07:30 AM - 11:45 AM | 4.25  | 4.25         |          |            | WHSOPS            |
| Sun 01/16/2022 | 07:00 AM - 11:45 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Sun 01/16/2022 | 12:15 PM - 04:52 PM | 4.62  | 9.37         |          |            | WHSOPS            |
| Mon 01/17/2022 | 06:56 AM - 11:46 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Mon 01/17/2022 | 12:16 PM - 02:17 PM | 2.02  | 6.85         |          |            | WHSOPS            |
| Tue 01/18/2022 | 07:10 AM - 11:50 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Tue 01/18/2022 | 12:20 PM - 06:56 PM | 6.60  | 11.27        |          |            | WHSOPS            |
| Wed 01/19/2022 | 07:05 AM - 05:05 PM | 10.00 | 10.00        | SICK     |            | WHSOPS            |
| Sun 01/23/2022 | 07:01 AM - 11:45 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Sun 01/23/2022 | 12:15 PM - 04:31 PM | 4.27  | 9.00         |          |            | WHSOPS            |
| Mon 01/24/2022 | 07:05 AM - 11:45 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Mon 01/24/2022 | 12:15 PM - 05:10 PM | 4.92  | 9.59         |          |            | WHSOPS            |
| Tue 01/25/2022 | 07:01 AM - 11:45 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Tue 01/25/2022 | 12:15 PM - 05:46 PM | 5.52  | 10.25        |          |            | WHSOPS            |
| Wed 01/26/2022 | 06:56 AM - 11:45 AM | 4.82  |              |          | Meal Punch | WHSOPS            |
| Wed 01/26/2022 | 12:15 PM - 05:10 PM | 4.92  | 9.74         |          |            | WHSOPS            |
| Sat 01/29/2022 | 07:05 AM - 11:17 AM | 4.20  | 4.20         |          |            | WHSOPS            |
| Sun 01/30/2022 | 07:01 AM - 11:45 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Sun 01/30/2022 | 12:15 PM - 03:58 PM | 3.72  | 8.45         |          |            | WHSOPS            |
| Mon 01/31/2022 | 07:03 AM - 11:45 AM | 4.70  |              |          | Meal Punch | WHSOPS            |
| Mon 01/31/2022 | 12:15 PM - 05:47 PM | 5.53  | 10.23        |          |            | WHSOPS            |
| Tue 02/01/2022 | 07:05 AM - 11:45 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Tue 02/01/2022 | 12:16 PM - 05:28 PM | 5.20  | 9.87         |          |            | WHSOPS            |
| Wed 02/02/2022 | 06:54 AM - 11:45 AM | 4.85  |              |          | Meal Punch | WHSOPS            |
| Wed 02/02/2022 | 12:15 PM - 05:18 PM | 5.05  | 9.90         |          |            | WHSOPS            |
| Sun 02/06/2022 | 07:00 AM - 11:46 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Sun 02/06/2022 | 12:16 PM - 05:00 PM | 4.73  | 9.50         |          |            | WHSOPS            |
| Mon 02/07/2022 | 07:04 AM - 11:45 AM | 4.68  |              |          | Meal Punch | WHSOPS            |
| Mon 02/07/2022 | 12:15 PM - 05:24 PM | 5.15  | 9.83         |          |            | WHSOPS            |
| Tue 02/08/2022 | 07:11 AM - 11:45 AM | 4.57  |              |          | Meal Punch | WHSOPS            |
| Tue 02/08/2022 | 12:15 PM - 05:43 PM | 5.47  | 10.04        |          |            | WHSOPS            |
| Wed 02/09/2022 | 07:37 AM - 11:49 AM | 4.20  |              |          | Meal Punch | WHSOPS            |
| Wed 02/09/2022 | 12:19 PM - 04:36 PM | 4.28  | 8.48         |          |            | WHSOPS            |
| Thu 02/10/2022 | 09:18 AM - 11:45 AM | 2.45  |              |          | Meal Punch | WHSOPS            |
| Thu 02/10/2022 | 12:15 PM - 04:15 PM | 4.00  | 6.45         |          |            | WHSOPS            |
| Sun 02/13/2022 | 07:01 AM - 11:45 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Sun 02/13/2022 | 12:15 PM - 05:46 PM | 5.52  | 10.25        |          |            | WHSOPS            |
| Mon 02/14/2022 | 06:54 AM - 11:45 AM | 4.85  |              |          | Meal Punch | WHSOPS            |
| Mon 02/14/2022 | 12:15 PM - 05:33 PM | 5.30  | 10.15        |          |            | WHSOPS            |

# Timecard Detail Report with Signature: Garcia, Daniel (7YP000677)

## Timecard Details

| Date In                                     | Time In - Out       | Hours | Daily Totals | Pay Code | Out Type   | Worked Department |
|---------------------------------------------|---------------------|-------|--------------|----------|------------|-------------------|
| Tue 02/15/2022                              | 07:05 AM - 11:47 AM | 4.70  |              |          | Meal Punch | WHSOPS            |
| Tue 02/15/2022                              | 12:17 PM - 05:51 PM | 5.57  | 10.27        |          |            | WHSOPS            |
| Wed 02/16/2022                              | 07:27 AM - 11:45 AM | 4.30  |              |          | Meal Punch | WHSOPS            |
| Wed 02/16/2022                              | 12:16 PM - 05:30 PM | 5.23  | 9.53         |          |            | WHSOPS            |
| Sat 02/19/2022                              | 07:01 AM - 11:47 AM | 4.77  | 4.77         |          |            | WHSOPS            |
| Sun 02/20/2022                              | 07:01 AM - 11:45 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Sun 02/20/2022                              | 12:15 PM - 06:00 PM | 5.75  | 10.48        |          |            | WHSOPS            |
| Mon 02/21/2022                              | 07:05 AM - 05:05 PM | 10.00 |              | HOLIDAY  |            | WHSOPS            |
| Mon 02/21/2022                              | 07:22 AM - 11:45 AM | 4.38  |              |          | Meal Punch | WHSOPS            |
| Mon 02/21/2022                              | 12:17 PM - 04:23 PM | 4.10  | 18.48        |          |            | WHSOPS            |
| Tue 02/22/2022                              | 07:45 AM - 11:45 AM | 4.00  |              |          | Meal Punch | WHSOPS            |
| Tue 02/22/2022                              | 12:16 PM - 05:16 PM | 5.00  | 9.00         |          |            | WHSOPS            |
| Wed 02/23/2022                              | 06:59 AM - 11:51 AM | 4.87  |              |          | Meal Punch | WHSOPS            |
| Wed 02/23/2022                              | 12:21 PM - 04:43 PM | 4.37  | 9.24         |          |            | WHSOPS            |
| Sun 02/27/2022                              | 07:00 AM - 05:00 PM | 10.00 | 10.00        | SICK     |            | WHSOPS            |
| Mon 02/28/2022                              | 06:58 AM - 11:45 AM | 4.78  |              |          | Meal Punch | WHSOPS            |
| Mon 02/28/2022                              | 12:16 PM - 05:30 PM | 5.23  | 10.01        |          |            | WHSOPS            |
| Tue 03/01/2022                              | 07:01 AM - 11:46 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Tue 03/01/2022                              | 12:16 PM - 04:19 PM | 4.05  | 8.80         |          |            | WHSOPS            |
| Wed 03/02/2022                              | 07:01 AM - 11:45 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Wed 03/02/2022                              | 12:15 PM - 04:15 PM | 4.00  | 8.73         |          |            | WHSOPS            |
| Sun 03/06/2022                              | 07:00 AM - 07:16 AM | 0.27  |              | PTO      |            | WHSOPS            |
| Row Note: Per Employees request on 03/21/22 |                     |       |              |          |            |                   |
| Sun 03/06/2022                              | 07:16 AM - 11:51 AM | 4.58  |              |          | Meal Punch | WHSOPS            |
| Sun 03/06/2022                              | 12:21 PM - 05:07 PM | 4.77  |              |          |            | WHSOPS            |
| Sun 03/06/2022                              | 05:07 PM - 05:30 PM | 0.38  | 10.00        | PTO      |            | WHSOPS            |
| Row Note: Per Employees request on 03/21/22 |                     |       |              |          |            |                   |
| Mon 03/07/2022                              | 07:00 AM - 07:35 AM | 0.58  |              | PTO      |            | WHSOPS            |
| Row Note: Per Employees request on 03/21/22 |                     |       |              |          |            |                   |
| Mon 03/07/2022                              | 07:35 AM - 11:49 AM | 4.23  |              |          | Meal Punch | WHSOPS            |
| Mon 03/07/2022                              | 12:19 PM - 04:23 PM | 4.07  |              |          |            | WHSOPS            |
| Mon 03/07/2022                              | 04:23 PM - 05:30 PM | 1.12  | 10.00        | PTO      |            | WHSOPS            |
| Row Note: Per Employees request on 03/21/22 |                     |       |              |          |            |                   |
| Tue 03/08/2022                              | 07:01 AM - 11:49 AM | 4.80  |              |          | Meal Punch | WHSOPS            |
| Tue 03/08/2022                              | 12:19 PM - 05:30 PM | 5.18  | 9.98         |          |            | WHSOPS            |
| Wed 03/09/2022                              | 07:05 AM - 11:45 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Wed 03/09/2022                              | 12:15 PM - 04:06 PM | 3.85  |              |          |            | WHSOPS            |
| Wed 03/09/2022                              | 04:06 PM - 05:30 PM | 1.40  | 9.92         | PTO      |            | WHSOPS            |
| Row Note: Per Employees request on 03/21/22 |                     |       |              |          |            |                   |
| Sun 03/13/2022                              | 07:00 AM - 11:00 AM | 4.00  |              | SICK     |            | WHSOPS            |
| Sun 03/13/2022                              | 11:03 AM - 11:46 AM | 0.72  |              |          | Meal Punch | WHSOPS            |

Pay Summary: **2022 - 20 - 1**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
5/1/2022

**Pay Date**  
5/20/2022

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
5/14/2022

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00200155

**Worked In Dept**  
WHSOPS

**Gross Pay** \$ 2,213.97

|                     |               |              |             |
|---------------------|---------------|--------------|-------------|
| Regular             | Rate: 21.5000 | Hours: 80.00 | \$ 1,720.00 |
| Overtime            | Rate: 32.2500 | Hours: 12.03 | \$ 387.97   |
| FLOAT HOL (field 3) | Rate: 21.5000 | Hours: 4.93  | \$ 106.00   |

Total Hours Worked: 96.96

Basis of Pay: HOURLY

**Taxes** \$ 473.13

|                              |          |           |
|------------------------------|----------|-----------|
| Federal Income Tax           |          | \$ 200.61 |
| Social Security              |          | \$ 134.93 |
| Medicare                     |          | \$ 31.55  |
| State Worked In: California  | Code: CA | \$ 82.10  |
| SUI/SDI: California (Taxing) | Code: 75 | \$ 23.94  |

**Deductions** \$ 104.17

|               |          |
|---------------|----------|
| MED - MEDICAL | \$ 37.75 |
| ROT - ROTH    | \$ 66.42 |

**Take Home** \$ 1,636.67

|          |             |
|----------|-------------|
| CHECKING | \$ 1,636.67 |
|----------|-------------|

## Other Details

## Memos

|                 |          |
|-----------------|----------|
| PTO Balance     | 181.06   |
| 401k Max Elig/c | 2,213.97 |

# Timecard Detail Report with Signature: Garcia, Daniel (7YP000677)

## Timecard Details

| Date In        | Time In - Out       | Hours | Daily Totals | Pay Code | Out Type   | Worked Department |
|----------------|---------------------|-------|--------------|----------|------------|-------------------|
| Wed 04/06/2022 | 07:31 AM - 11:48 AM | 4.28  |              |          | Meal Punch | WHSOPS            |
| Wed 04/06/2022 | 12:18 PM - 04:35 PM | 4.28  | 8.56         |          |            | WHSOPS            |
| Sat 04/09/2022 | 07:58 AM - 11:46 AM | 3.80  |              |          | Meal Punch | WHSOPS            |
| Sat 04/09/2022 | 12:16 PM - 03:23 PM | 3.12  | 6.92         |          |            | WHSOPS            |
| Sun 04/10/2022 | 07:00 AM - 11:45 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Sun 04/10/2022 | 12:16 PM - 05:11 PM | 4.92  | 9.67         |          |            | WHSOPS            |
| Mon 04/11/2022 | 06:58 AM - 11:45 AM | 4.78  |              |          | Meal Punch | WHSOPS            |
| Mon 04/11/2022 | 12:17 PM - 04:09 PM | 3.87  | 8.65         |          |            | WHSOPS            |
| Tue 04/12/2022 | 06:55 AM - 11:47 AM | 4.87  | 4.87         |          |            | WHSOPS            |
| Wed 04/13/2022 | 07:05 AM - 05:05 PM | 10.00 |              | PTO      |            | WHSOPS            |
| Wed 04/13/2022 | 07:05 AM - 07:05 AM | 0.00  | 10.00        | ABSENT   |            | WHSOPS            |
| Sun 04/17/2022 | 12:50 AM - 05:50 AM | 5.00  |              | FLOAT    |            | WHSOPS            |
| Sun 04/17/2022 | 07:00 AM - 11:50 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Sun 04/17/2022 | 12:21 PM - 12:50 PM | 0.48  | 10.31        |          |            | WHSOPS            |
| Mon 04/18/2022 | 07:05 AM - 11:45 AM | 4.67  |              |          | Meal Punch | WHSOPS            |
| Mon 04/18/2022 | 12:15 PM - 04:44 PM | 4.48  | 9.15         |          |            | WHSOPS            |
| Tue 04/19/2022 | 07:00 AM - 11:46 AM | 4.77  | 4.77         |          |            | WHSOPS            |
| Wed 04/20/2022 | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Wed 04/20/2022 | 12:17 PM - 04:37 PM | 4.33  | 9.16         |          |            | WHSOPS            |
| Sat 04/23/2022 | 07:00 AM - 11:46 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Sat 04/23/2022 | 12:19 PM - 04:45 PM | 4.43  | 9.20         |          |            | WHSOPS            |
| Sun 04/24/2022 | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Sun 04/24/2022 | 12:15 PM - 04:04 PM | 3.82  | 8.65         |          |            | WHSOPS            |
| Mon 04/25/2022 | 07:05 AM - 05:05 PM | 10.00 | 10.00        | PTO      |            | WHSOPS            |
| Tue 04/26/2022 | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Tue 04/26/2022 | 12:15 PM - 04:02 PM | 3.78  | 8.61         |          |            | WHSOPS            |
| Wed 04/27/2022 | 07:00 AM - 11:46 AM | 4.77  |              |          | Meal Punch | WHSOPS            |
| Wed 04/27/2022 | 12:16 PM - 04:56 PM | 4.67  | 9.44         |          |            | WHSOPS            |
| Sun 05/01/2022 | 07:00 AM - 11:45 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Sun 05/01/2022 | 12:16 PM - 05:50 PM | 5.57  | 10.32        |          |            | WHSOPS            |
| Mon 05/02/2022 | 06:55 AM - 11:47 AM | 4.87  |              |          | Meal Punch | WHSOPS            |
| Mon 05/02/2022 | 12:17 PM - 05:31 PM | 5.23  | 10.10        |          |            | WHSOPS            |
| Tue 05/03/2022 | 06:55 AM - 11:46 AM | 4.85  |              |          | Meal Punch | WHSOPS            |
| Tue 05/03/2022 | 12:16 PM - 05:30 PM | 5.23  | 10.08        |          |            | WHSOPS            |
| Wed 05/04/2022 | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Wed 05/04/2022 | 12:17 PM - 05:52 PM | 5.58  | 10.41        |          |            | WHSOPS            |
| Sat 05/07/2022 | 07:00 AM - 11:48 AM | 4.80  |              |          | Meal Punch | WHSOPS            |
| Sat 05/07/2022 | 12:19 PM - 05:26 PM | 5.12  | 9.92         |          |            | WHSOPS            |
| Sun 05/08/2022 | 07:00 AM - 11:49 AM | 4.82  |              |          | Meal Punch | WHSOPS            |
| Sun 05/08/2022 | 12:19 PM - 05:03 PM | 4.73  | 9.55         |          |            | WHSOPS            |

Pay Summary: **2022 - 22 - 1**

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

Best Choice Products, Inc  
15101 Red Hill Ave  
Tustin, CA 92780-6503

**Period Beginning Date**  
5/15/2022

**Pay Date**  
6/3/2022

**Co.**  
7YP

**Clock**

**Home Dept**  
WHSOPS

Daniel Garcia

**Period Ending Date**  
5/28/2022

**WGPS Advance Pay Date**

**File #**  
000677

**Number**  
00220155

**Worked In Dept**  
WHSOPS

**Gross Pay** \$ 1,874.91

|         |               |              |             |
|---------|---------------|--------------|-------------|
| Regular | Rate: 21.5000 | Hours: 65.00 | \$ 1,397.50 |
|---------|---------------|--------------|-------------|

|          |               |             |          |
|----------|---------------|-------------|----------|
| Overtime | Rate: 32.2500 | Hours: 1.47 | \$ 47.41 |
|----------|---------------|-------------|----------|

|                     |               |              |           |
|---------------------|---------------|--------------|-----------|
| PAID TIME (field 3) | Rate: 21.5000 | Hours: 20.00 | \$ 430.00 |
|---------------------|---------------|--------------|-----------|

Total Hours Worked: 86.47

Basis of Pay: HOURLY

**Taxes** \$ 370.43

|                    |           |
|--------------------|-----------|
| Federal Income Tax | \$ 152.79 |
|--------------------|-----------|

|                 |           |
|-----------------|-----------|
| Social Security | \$ 113.90 |
|-----------------|-----------|

|          |          |
|----------|----------|
| Medicare | \$ 26.64 |
|----------|----------|

|                             |          |          |
|-----------------------------|----------|----------|
| State Worked In: California | Code: CA | \$ 56.89 |
|-----------------------------|----------|----------|

|                              |          |          |
|------------------------------|----------|----------|
| SUI/SDI: California (Taxing) | Code: 75 | \$ 20.21 |
|------------------------------|----------|----------|

**Deductions** \$ 94.00

|               |          |
|---------------|----------|
| MED - MEDICAL | \$ 37.75 |
|---------------|----------|

|            |          |
|------------|----------|
| ROT - ROTH | \$ 56.25 |
|------------|----------|

**Take Home** \$ 1,410.48

|          |             |
|----------|-------------|
| CHECKING | \$ 1,410.48 |
|----------|-------------|

## Other Details

### Memos

|             |        |
|-------------|--------|
| PTO Balance | 167.22 |
|-------------|--------|

|                 |          |
|-----------------|----------|
| 401k Max Elig/c | 1,874.91 |
|-----------------|----------|

# Timecard Detail Report with Signature: Garcia, Daniel (7YP000677)

## Timecard Details

| Date In                                                                    | Time In - Out       | Hours | Daily Totals | Pay Code | Out Type   | Worked Department |
|----------------------------------------------------------------------------|---------------------|-------|--------------|----------|------------|-------------------|
| Mon 05/09/2022                                                             | 07:05 AM - 11:48 AM | 4.72  |              |          | Meal Punch | WHSOPS            |
| Mon 05/09/2022                                                             | 12:18 PM - 05:25 PM | 5.12  | 9.84         |          |            | WHSOPS            |
| Tue 05/10/2022                                                             | 07:03 AM - 12:07 PM | 5.07  |              |          |            | WHSOPS            |
| Tue 05/10/2022                                                             | 12:07 PM - 05:03 PM | 4.93  | 10.00        | FLOAT    |            | WHSOPS            |
| Row Note: Mexican mothers day                                              |                     |       |              |          |            |                   |
| Wed 05/11/2022                                                             | 07:24 AM - 11:46 AM | 4.37  |              |          | Meal Punch | WHSOPS            |
| Wed 05/11/2022                                                             | 12:16 PM - 04:21 PM | 4.08  | 8.45         |          |            | WHSOPS            |
| Sat 05/14/2022                                                             | 08:41 AM - 11:46 AM | 3.08  |              |          | Meal Punch | WHSOPS            |
| Sat 05/14/2022                                                             | 12:16 PM - 05:29 PM | 5.22  | 8.30         |          |            | WHSOPS            |
| Sun 05/15/2022                                                             | 07:00 AM - 05:00 PM | 10.00 | 10.00        | PTO      |            | WHSOPS            |
| Mon 05/16/2022                                                             | 06:59 AM - 11:47 AM | 4.80  |              |          | Meal Punch | WHSOPS            |
| Mon 05/16/2022                                                             | 12:17 PM - 05:43 PM | 5.43  | 10.23        |          |            | WHSOPS            |
| Tue 05/17/2022                                                             | 06:55 AM - 11:46 AM | 4.85  |              |          | Meal Punch | WHSOPS            |
| Tue 05/17/2022                                                             | 12:16 PM - 05:48 PM | 5.53  | 10.38        |          |            | WHSOPS            |
| Wed 05/18/2022                                                             | 07:04 AM - 11:47 AM | 4.72  |              |          | Meal Punch | WHSOPS            |
| Wed 05/18/2022                                                             | 12:17 PM - 05:28 PM | 5.18  | 9.90         |          |            | WHSOPS            |
| Sat 05/21/2022                                                             | 09:05 AM - 11:45 AM | 2.67  |              |          | Meal Punch | WHSOPS            |
| Sat 05/21/2022                                                             | 12:15 PM - 03:08 PM | 2.88  | 5.55         |          |            | WHSOPS            |
| Sun 05/22/2022                                                             | 07:00 AM - 11:54 AM | 4.90  |              |          | Meal Punch | WHSOPS            |
| Sun 05/22/2022                                                             | 12:25 PM - 06:22 PM | 5.95  | 10.85        |          |            | WHSOPS            |
| Mon 05/23/2022                                                             | 07:05 AM - 05:05 PM | 10.00 | 10.00        | PTO      |            | WHSOPS            |
| Tue 05/24/2022                                                             | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Tue 05/24/2022                                                             | 12:15 PM - 05:16 PM | 5.02  | 9.85         |          |            | WHSOPS            |
| Wed 05/25/2022                                                             | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Wed 05/25/2022                                                             | 12:15 PM - 05:07 PM | 4.87  | 9.70         |          |            | WHSOPS            |
| Sun 05/29/2022                                                             | 06:55 AM - 11:46 AM | 4.85  |              |          | Meal Punch | WHSOPS            |
| Sun 05/29/2022                                                             | 12:17 PM - 05:10 PM | 4.88  | 9.73         |          |            | WHSOPS            |
| Mon 05/30/2022                                                             | 07:01 AM - 11:46 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Mon 05/30/2022                                                             | 07:05 AM - 05:05 PM | 10.00 |              | HOLIDAY  |            | WHSOPS            |
| Mon 05/30/2022                                                             | 12:16 PM - 03:21 PM | 3.08  | 17.83        |          |            | WHSOPS            |
| Tue 05/31/2022                                                             | 06:58 AM - 11:46 AM | 4.80  |              |          | Meal Punch | WHSOPS            |
| Tue 05/31/2022                                                             | 12:16 PM - 05:31 PM | 5.25  | 10.05        |          |            | WHSOPS            |
| Wed 06/01/2022                                                             | 07:02 AM - 11:46 AM | 4.73  |              |          | Meal Punch | WHSOPS            |
| Wed 06/01/2022                                                             | 12:16 PM - 05:36 PM | 5.33  | 10.06        |          |            | WHSOPS            |
| Sat 06/04/2022                                                             | 07:00 AM - 11:45 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Sat 06/04/2022                                                             | 12:16 PM - 03:32 PM | 3.27  | 8.02         |          |            | WHSOPS            |
| Sun 06/05/2022                                                             | 06:55 AM - 11:45 AM | 4.83  |              |          | Meal Punch | WHSOPS            |
| Sun 06/05/2022                                                             | 12:15 PM - 05:02 PM | 4.78  | 9.61         |          |            | WHSOPS            |
| Mon 06/06/2022                                                             | 07:00 AM - 11:45 AM | 4.75  |              |          | Meal Punch | WHSOPS            |
| Mon 06/06/2022                                                             | 12:15 PM - 05:00 PM | 4.75  | 9.50         |          |            | WHSOPS            |
| Row Note: Exited the building per authorities, placed on a paid suspension |                     |       |              |          |            |                   |

ADP

Prepared On: 11/02/2022 03:58:58 PM

Powered by Automatic Data Processing, Inc.

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# **EXHIBIT B**

PROPERTY OF

**Best Choice Products, Inc.**



# **EMPLOYEE HANDBOOK**

Solutions for Your Success

**Effective January 2022**

be unpaid. Non-Exempt Employees must record the start and end of unpaid lactation periods in accordance with the Company's timekeeping policy.

Exempt Employees will be provided with paid lactation periods, consistent with state and federal requirements.

The Company expressly prohibits any form of discrimination or retaliation against any Employee requesting or taking lactation periods, or making a complaint about violations of this Policy or applicable law. Employees who are subjected to any conduct that violates this Policy should immediately contact Human Resources. Employees may file a complaint with the California Labor Commissioner or similar state agency for any failure to provide lactation periods or an appropriate location to express milk, or any other violation of applicable law.

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## LEAVING THE COMPANY

We hope Employees stay with us for a long time, but if an Employee finds it necessary to resign, Employees are requested to give advance notice of at least two weeks in writing indicating the last day of work and the reason for their resignation. This date will be considered the effective date of the Employee's resignation. If the Employee resigns or is terminated for any reason during their employment, they will receive accrued and unused PTO benefits.

The final paycheck for California employees who resign with at least 72 hours advance notice will be provided on their last day of work. Employees who do not give such notice will receive their paycheck within 72 hours of their resignation date. Employees who are let go will be provided their final paycheck on their last day of work.

Any Employees working outside of the state of California will follow applicable final pay laws and regulations for that state.

An Employee's final paycheck will be available for them to pick up at the office during normal business hours. If an Employee wishes to have their final paycheck mailed to them, they must authorize in writing the mailing request as well as the address to which they want their final paycheck mailed.

An exit interview may be scheduled which will allow an Employee to share their thoughts and experiences while working with the Company. Letters of reference generally will not be given to Employees. Exceptions to this Policy may occur only upon the written approval of management.

---

## MEAL AND REST PERIODS

### Non-Exempt Employees

The Company provides all Non-Exempt Employees who work more than a five-hour workday with a meal period of at least 30 uninterrupted minutes each day. The meal period must begin no later than the end of the fifth hour of work. All Non-Exempt Employees are required to record the beginning and ending time of their meal period each workday.

Non-Exempt Employees working more than a 10-hour workday are provided a second meal period of at least 30 minutes. For California Non-Exempt Employees, the second meal period must begin no later than the end of the 10<sup>th</sup> hour of work whenever a Non-Exempt Employee works that many hours in a workday. Additional meal periods will follow state and local requirements.

During their meal periods, Non-Exempt Employees will be relieved of all work responsibilities and are free to leave the premises. Non-Exempt Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any Non-Exempt Employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods. "Off-the-clock" work includes time spent performing job-related work not scheduled or requested by the Company, regardless if such work is performed voluntarily.

Please note that no Company Manager or Supervisor is authorized to instruct any Employee on how to spend their personal time during a meal period. Managers or Supervisors are not authorized or allowed to instruct any Employee to skip a meal period or work during a meal period. Employees are required to immediately report a Manager's or Supervisor's instruction to skip or work during a meal period to Human Resources.

**Waiver of Meal Period.** Non-Exempt Employees may waive their meal period when the Company and Employee agree, and only under the following circumstances:

1. If a Non-Exempt Employee will complete their workday in six hours, the meal period may be waived.
2. Non-Exempt Employees who work more than 10 hours in a day may waive their second meal period only if they take their first meal period and they do not work more than 12 hours that day. Non-Exempt Employees working more than 12 hours in a workday may not waive the second meal period.

Non-Exempt Employees may not waive meal or rest periods to shorten their workday. Employees may not combine meal and rest periods.

## **Rest Periods**

The Company provides all Non-Exempt Employees with the opportunity to take a 10-minute paid rest period for every four hours worked, or major fraction thereof, which should be taken so far as practicable in the middle of each such work period. Rest periods are provided based on the total hours worked in a workday as follows:

|                       |   |                              |
|-----------------------|---|------------------------------|
| Less than 3.5 hours   | = | No rest period               |
| 3.5 hours+ to 6 hours | = | One 10-minute rest period    |
| 6 hours+ to 10 hours  | = | Two 10-minute rest periods   |
| 10 hours+ to 14 hours | = | Three 10-minute rest periods |

Additional rest periods, if needed, will be provided for each four hours of work, or major fraction thereof. Non-Exempt Employees will be relieved of all duty during rest periods so that this personal time may be enjoyed.

The Company will provide nursing mothers with periods during the workday to express milk. Lactation periods taken beyond a Non-Exempt Employee's regular meal and rest periods will be unpaid.

Because rest periods are counted as hours worked, Non-Exempt Employees should not clock out or record rest periods on their time records. Managers or Supervisors are not authorized or allowed to instruct any Employee to skip a rest period. Skipping rest periods cannot be used to shorten the workday. Employees are required to immediately report a Manager's or Supervisor's instruction to skip or work during a rest period, or report when the Employee fails to take the required rest period, to Human Resources.

Non-Exempt Employees may be required to confirm that they have been provided an opportunity to take all of their rest periods during any pay period.

Failure to take meal or rest periods is a violation of Company policy. If an Employee is not provided with a meal or rest period, or the Employee's breaks are interrupted, the Employee must notify a Supervisor immediately in writing. Failure to abide by this Policy may result in discipline, up to and including separation from employment.

## **Exempt Employees**

Exempt Employees, although not covered by the above regulations, are expected to use good judgment as to the timing and length of rest and meal periods so that their job responsibilities are performed in a timely manner. Meal periods should be taken as close to the middle of the workday as possible in order to maintain workflow and meet the needs of customers. The Company will provide nursing mothers with periods during the workday to express milk.

# **EXHIBIT C**



## Appreciation Pay

Issued On - 03/01/2021

Daniel Garcia

1GRY88E7J

WLD - Warehouse Lead

Reports To  
Andrew Guzman

Home Department  
WHSOPS - Warehouse Operations

It is our great pleasure to announce that we are presenting a one-time appreciation pay for an unprecedented year. Although we can't expect to be able to do this each year, we are thankful for our success and the ability to share it with you.

2020 has been a remarkable year of changes and momentous growth for us all. Our employees have worked diligently to contribute to the success of the Company.

Thank you for your efforts and let's continue to be infinite!

## Award Summary

| Bonus             |             |        |                     |              |
|-------------------|-------------|--------|---------------------|--------------|
| Compensation Type | Payout Date | Target | % of Target Awarded | Award Amount |
| Appreciation Pay  | 03/12/2021  | 0.00   | -                   | 2,000.00     |