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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

GIOVANNY GUTIERREZ, as the State
of California's designated proxy under
the Private Attorneys General Act
(PAGA) and on behalf of others,

Plaintiffs,

vs.

BRIGHT EVENT RENTALS LLC, a
California limited liability company;
PBS OF CENTRAL FLORIDA LLC, a
Florida limited liability company;
PAYCHEX BUSINESS SOLUTIONS,
LLC, a Florida limited liability company;
and DOES 1 through 50 inclusive

Defendants.

Case No.: 37-2023-00032308-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT VIA THE PAGA
FOR:**

- 1. Failure to Pay State
Minimum/Regular Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Make Payments Within
the Required Time;**
- 4. Meal and Rest Break Labor Code
Violations;**
- 5. Failure to Provide Accurate Wage
Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Work
Related Expenses; and**
- 8. Claim for miscellaneous Labor
Code Violations via the PAGA.**

1 Plaintiff GIOVANNY GUTIERREZ, in his capacity as the State of California's
2 designated proxy under the Private Attorneys General Act and on behalf of Aggrieved
3 Employees (collectively the "Plaintiffs"), alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act
6 (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*

7 2. By this action, Plaintiffs seek only civil penalties, not individualized
8 damages or individualized PAGA penalties for the named Plaintiff, on behalf of
9 Aggrieved Employees for Defendants' violations of the California Labor Code.
10 (*Adolph v. Uber Technologies, Inc.* (Sup. Ct. 274671, Jul 17, 2023) 2023 Cal. LEXIS
11 4099; *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Galarsa v. Dolgen*
12 *California, LLC* (2023) 88 Cal.App.5th 639; *Gregg v. Uber Technologies, Inc.* (2023)
13 89 Cal.App.5th 786; *Million Seifu v. Lyft, Inc.* (2023) 89 Cal.App.5th 1129 ; *Prostek*
14 *v. Lincare Inc.* (E.D. Cal. March 21, 2023) 2023 U.S. Dist. LEXIS 48155.)

15 **JURISDICTION AND VENUE**

16 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter
17 jurisdiction is proper in the Superior Court of California, State of California because
18 Plaintiffs allege claims arising under California law.

19 4. This Court has jurisdiction over the Defendants because each is an
20 association, corporation, business entity, or individual that conducts substantial
21 business in the State of California, County of San Diego.

22 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is
23 proper in the Superior Court of California for the County of San Diego because this is
24 where the misconduct occurred to the named Plaintiff.

25 **THE PARTIES**

26 6. The State of California is the real party in interest in a PAGA action.
27 (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [the "government entity on
28 whose behalf the plaintiff files suit is always the real party in interest."].)

1 7. Plaintiff GIOVANNY GUTIERREZ is an individual that resides in
2 California.

3 8. Defendant BRIGHT EVENT RENTALS LLC is a California limited
4 liability company that during all times relevant was doing business in California.

5 9. Defendant PBS OF CENTRAL FLORIDA LLC is a Florida limited
6 liability company that during all times relevant was doing business in California.

7 10. Defendant PAYCHEX BUSINESS SOLUTIONS, LLC is a Florida
8 limited liability company that during all times relevant was doing business in
9 California.

10 11. Plaintiffs are informed and believe, and based thereon allege, that
11 Defendants PBS OF CENTRAL FLORIDA LLC and PAYCHEX BUSINESS
12 SOLUTIONS, LLC were each a “Client employer” within the meaning of Labor
13 Code § 2810.3(a)(1)(A).

14 12. Plaintiffs allege that written notice was provided to Defendants PBS OF
15 CENTRAL FLORIDA LLC and PAYCHEX BUSINESS SOLUTIONS, LLC
16 pursuant to Labor Code § 2810.3(b).

17 13. The 30-day notice period required under Labor Code § 2810.3(d) has
18 expired thus permitting Plaintiffs to pursue the claims alleged in this Complaint
19 against Defendants PBS OF CENTRAL FLORIDA LLC and PAYCHEX BUSINESS
20 SOLUTIONS, LLC, *et al.* pursuant to Labor Code § 2810.3, *et seq.*

21 14. The true names and capacities, whether individual, corporate, associate,
22 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
23 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
24 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
25 seek leave to amend this Complaint to allege the true names and capacities of DOES
26 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
27 believes, and based thereon alleges, that each of the DOE Defendants is in some
28 manner liable to Plaintiffs for the events and actions alleged herein. All named

1 Defendants and DOES 1 through 50 are collectively referred to as “Defendants.”

2 15. Plaintiffs are informed and believe, and based thereon allege that at all
3 times relevant herein each Defendant was acting as an agent, joint venture, or as an
4 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
5 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
6 that each is responsible for the acts of the other in connection with the conspiracy and
7 in proximate connection with the other Defendants.

8 16. Plaintiffs are informed and believe, and based thereon allege that each
9 Defendant was acting partly within and partly without the scope and course of their
10 employment, and was acting with the knowledge, permission, consent, and
11 ratification of every other Defendant.

12 17. Plaintiffs are informed and believe, and based thereon allege that each
13 of the Defendants was an agent, managing general partner, managing member, owner,
14 co-owner, partner, employee, and/or representative of each of the Defendants, and
15 were at all times material hereto, acting within the purpose and scope of such agency,
16 employment, contract and/or representation, and that each of them are jointly and
17 severally liable to Plaintiffs for the acts alleged herein

18 18. Plaintiffs are informed and believe, and based thereon allege that each
19 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
20 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
21 alter ego, based in part, on the facts set forth below.

22 19. Plaintiffs are informed and believe, and based thereon allege that each of
23 the named Defendants are part of an integrated enterprise and have acted or currently
24 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
25 the wage and hour violations alleged herein.

26 **GENERAL ALLEGATIONS**

27 20. Defendants are generally in the catering business.

28 21. At all times relevant, Defendants employed the named Plaintiff as an

1 installer on an hourly basis as a non-exempt nonunion worker who performed work in
2 California from about March 18, 2022, until Defendants terminated him on or about
3 October 7, 2022.

4 22. The named Plaintiff is an “aggrieved employee” because Defendants
5 employed Plaintiff in California and Plaintiff experienced one or more of the alleged
6 Labor Code violations committed against the Plaintiff, and therefore the named
7 Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all
8 violations committed against the Represented Employees, who are also aggrieved
9 employees as defined by Labor Code § 2699(c).

10 23. California law provides that an aggrieved employee may file a
11 representative action under the PAGA against an employer for civil penalties in
12 connection with violations of the Labor Code and Wage Order.

13 24. On information and belief, current and former employees of Defendants
14 suffered from Defendants’ Labor Code violations.

15 **Wage Statement Claims.**

16 25. From at least one year before the filing of this action and continuing to
17 the present, and pursuant to company policy and/or practice and/or direction,
18 Plaintiffs are informed and believe, and therefore allege that Defendants issued the
19 named Plaintiff and other Aggrieved Employees unlawful wage and earning
20 statements.

21 26. On or about March 18, 2022, Defendants issued the named Plaintiff a
22 Notice to Employee form that said Defendant BRIGHT EVENT RENTALS LLC was
23 an employee leasing company and that Plaintiff will perform work for Defendant
24 PAYCHEX BUSINESS SOLUTIONS, LLC “and its subsidiaries and affiliates,” a
25 true and correct copy of which is attached hereto as **Exhibit 1** and incorporated herein
26 by reference.

27 27. Labor Code § 226 subdivision (a) provides, “[I]f the employer is a
28 temporary services employer as defined in Section 201.3, the rate of pay and the total

1 hours worked for each temporary services assignment.”

2 28. During all times relevant, Plaintiffs allege that Defendants were required
3 to comply with the foregoing requirement of Labor Code § 226 subdivision (a)
4 because Defendant BRIGHT EVENT RENTALS LLC is a “temporary services
5 employer” within the meaning of Labor Code § 201.3.

6 29. Defendants failed to comply with Labor Code § 226 subdivision (a)
7 because the wage and earning statements it issued to the named Plaintiff and
8 Aggrieved Employees are missing information showing “the total hours worked for
9 each temporary services assignment.” (See, e.g., a true and correct copy of Plaintiff’s
10 wage and earning statement dated October 14, 2022 attached hereto as **Exhibit 2.**)

11 30. In addition to the foregoing stand-alone claim under Labor Code § 226,
12 Plaintiffs are informed and believe, and therefore allege that Plaintiff’s paystubs and
13 those of similarly situated employees Defendants employed were inaccurate because
14 Defendants failed to pay them all wages to which they had a right to receive, as
15 alleged herein, supporting a derivative claim under Labor Code § 226.

16 31. As to Plaintiffs’ PAGA case, this claim is also premised, in part, on
17 Plaintiffs’ right to pursue all Labor Code claims on behalf of Aggrieved Employees
18 per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

19 **Wage Claims.**

20 32. From at least one year before the filing of this action and continuing to
21 the present, and pursuant to company policy and/or practice and/or direction,
22 Plaintiffs are informed and believe, and therefore allege, that Defendants employed
23 failed to pay Aggrieved Employees all wages, e.g., overtime, minimum wages, etc., as
24 required by law.

25 33. This claim is premised, in part, on Defendants’ failure to pay overtime
26 correctly.

27 34. According to § 49.1.1 of the California Division of Labor Standards and
28 Enforcement Policies and Interpretations Manual, “In California, as with the federal

1 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay
2 includes many different kinds of remuneration, for example: hourly earnings, salary,
3 piecework earnings, commissions, *certain bonuses*, and the value of meals and
4 lodging.” (Emphasis added.)

5 35. During the workweek of June 15, 2022 to June 21, 2022, Plaintiff earned
6 \$204.90 of overtime at the pay rate of \$30 per hour, but Plaintiff also earned \$400 for
7 a referral program bonus which remuneration Defendants failed to include into his
8 regular rate of pay for calculating overtime in violation of California law, resulting in
9 Defendants underpaying Plaintiff’s overtime in an amount to be proven at trial.

10 36. This claim is also premised on Plaintiffs’ right to pursue all Labor Code
11 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
12 *USA, Inc.* (2018) 23 Cal.App.5th 745.

13 **Failure to Pay Meal and Rest Break Premiums.**

14 37. From at least one year before the filing of this action and continuing to
15 the present, and pursuant to company policy and/or practice and/or direction,
16 Plaintiffs are informed and believe and based thereupon allege that Defendants
17 deprived Plaintiffs and other hourly employees from taking lawful meal and rest
18 periods and did not pay and refused to pay premium pay to workers.

19 38. Related to this claim, in response to Plaintiff’s request for records,
20 Defendants failed to produce Plaintiff’s timesheets to show when he took meal breaks
21 or how long they were and the failure to produce and maintain these records are
22 violations of the Labor Code.

23 39. Also related to this claim is the unlawfulness of Defendants’ written
24 meal break policy, a copy of which is attached as **Exhibit 3** and incorporated herein
25 by reference.

26 40. Defendants’ written meal break policy says, “If a Team Member works
27 more than 5 hours in a shift, they must take their first meal break before their 6th hour
28 of work,” but the law requires the first meal break to be provided “no later than the

1 end of the employee's fifth hour of work." (*Brinker Restaurant Corp. v. Superior*
2 *Court* (2012) 53 Cal.4th 1004, 1041.)

3 41. Similarly, Defendants' written meal break policy says, "If a Team
4 Member works more than 10 hours in a shift, they must take their second meal break
5 before their 11th hour of work" (Exhibit 2), yet the law requires the second meal
6 break to be provided "no later than the end of the employee's 10th hour of work."
7 (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

8 42. Based on the foregoing illegal policy, Plaintiffs are informed and
9 believe and based thereupon allege that Defendants violated the meal break
10 requirements governed by the Labor Code.

11 43. Plaintiff alleges that Defendants also required Aggrieved Employees to
12 keep their company issued cell phones on at all times when taking their breaks to
13 answer questions raised by management during their meal and rest breaks, thus
14 making Aggrieved Employees effectively "on call" during meal and rest breaks in
15 violation of California law. (*See Augustus v. ABM Security Services* (2016) 2 Cal.5th
16 257.)

17 44. This claim is also premised on Plaintiffs' right to pursue all Labor Code
18 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
19 *USA, Inc.* (2018) 23 Cal.App.5th 745.

20 **Unreimbursed Work-Related Expense Claims.**

21 45. From at least one year before the filing of this action and continuing to
22 the present, and pursuant to company policy and/or practice and/or direction,
23 Plaintiffs are informed and believe and based thereupon allege that Defendants failed
24 to reimburse its employees for work related expenses.

25 46. This claim is premised, in part, on Defendants' requirement to install and
26 use Defendants' "Paychex Mobile Meal Period Application" on Aggrieved
27 Employees' personal smart phones.

28 47. Defendants, however, failed to reimburse Aggrieved Employees for the

1 above-described work-related use of their personal phones in violation of California
2 law.

3 48. This claim is also premised on Plaintiffs' right to pursue all Labor Code
4 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
5 *USA, Inc.* (2018) 23 Cal.App.5th 745.

6 **Derivative Claims.**

7 49. From at least one year before the filing of this action and continuing to
8 the present, and pursuant to company policy and/or practice and/or direction,
9 Plaintiffs and others did not receive their final paychecks immediately upon
10 involuntary termination or within 72 hours of voluntary separation, were not paid
11 final wages at the location of employment, and said final paychecks did not include
12 all wages due to the employee.

13 50. For example, on October 10, 2022, Defendants involuntarily terminated
14 Plaintiff's employment.

15 51. The check date of the wage and earnings statement Defendants issued
16 Plaintiff, however, is October 14, 2022 -- four days late in violation of Labor Code §
17 201. (See **Exhibit 2.**)

18 52. Further, the last wage and earnings statement Defendants issued Plaintiff
19 says Defendants paid 6.12 of "Retro Overtime" and four hours of "Retro" pay at some
20 point during Plaintiff's employment, evidence that indicates Defendants paid Plaintiff
21 late in violation of, among other provisions, §§ 201.3 and 204b of the Labor Code.
22 (See **Exhibit 2.**)

23 53. When Defendants terminated the named Plaintiff, Plaintiff alleges that
24 Defendants failed to pay the named Plaintiff all unpaid wages in Plaintiff's final
25 paycheck or in a timely manner pursuant to law.

26 54. To date, Plaintiff alleges that Defendants have not paid Plaintiff all of
27 Plaintiff's wages due and payable, in an amount to be proven at trial.

28 55. Plaintiffs' derivative claims are also premised, in part, on Plaintiffs' right

1 to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v.*
2 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

3 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

4 56. This wage and hour representative action filed pursuant to PAGA, §§
5 2698, 2699 generally consists of the following group:

6 **All current or former employees Defendants employed in**
7 **California from May 8, 2022 to the present.**

8 57. All members of the represented group are referred to as the “Aggrieved
9 Employees.”

10 58. The “Representative Period” means from **May 8, 2022 to the present.**

11 59. Plaintiff further alleges, on information and belief, that Aggrieved
12 Employees, did not receive all wages due at the time their employment ended with
13 Defendants.

14 60. On information and belief, Defendants current and former employees
15 were subject to wage and hour violations by Defendants, including failing to be paid
16 for all wages due.

17 61. California law provides that an employee may file an action against an
18 employer for penalties in connection with violations of the Labor Code and Wage
19 Orders provided the aggrieved employee file an action on behalf of himself or herself
20 and similarly situated current and former employees.

21 62. At all material times, Defendants and DOES 1 through 50 were and/or
22 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
23 Employees’ employer, within the meaning of California Labor Code § 558, who
24 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
25 Labor Code or any provision regulating hours and days of work in any Order of the
26 Industrial Welfare Commission and, as such, are subject to penalties for each
27 underpaid employee as set for in Labor Code § 558.

28 63. As set forth in further detail below, because of the analysis and

1 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
2 correspondence to the California Labor and Workforce Development Agency
3 ("LWDA") and to Defendants informing Defendants of Plaintiffs' claims and
4 Plaintiffs' intent to pursue litigation.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 64. Pursuant to the PAGA, on **May 8, 2023**, Plaintiffs, *et al.*, via counsel,
7 sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating
8 that Plaintiffs are pursuing the claims alleged in this Complaint.

9 65. The statutory period for Plaintiffs has expired for the letter alleged above
10 and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction
11 over the applicable penalty claims and did not provide notice as set forth in Labor
12 Code § 2699.3(a)(2)(A) within the statutory period.

13 66. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
14 to pursue claims and remedies as authorized by the PAGA.

15 67. The Causes of Action alleged herein are appropriately suited for a
16 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

17 a. This action involves allegations of violations of provisions of
18 the California Labor Code that provide for a civil penalty to be
19 assessed and collected by the LWDA or any departments,
20 divisions, commissions, boards, agencies, or employees;

21 b. Plaintiffs are "aggrieved employees" because Plaintiffs were
22 employed by the alleged violator and had one or more of the
23 Labor Code violations alleged on this Complaint committed
24 against them; and

25 c. Plaintiffs have satisfied the procedural requirements of
26 Labor Code § 2699.3, as set forth above.
27
28

1 **FIRST CAUSE OF ACTION**

2 **Representative Claim via the PAGA for**
3 **Failure to Pay State Minimum/Regular Wages**
4 **in Violation of California Labor Code §§ 200, 218.5, 227.3, 1194,**
5 **1197, 1811, and 1815, and the applicable Wage Order**
6 **(Against all Defendants)**

7 68. Plaintiffs re-allege and incorporate by reference the foregoing allegations
8 as though set forth herein.

9 69. Pursuant to Labor Code §§ 200, 218.5, 1194, 1197, 1197.1, 1811, 1815,
10 and 1198, it is unlawful for a California employer to suffer or permit an employee to
11 work without paying wages for all hours worked, as required by the applicable
12 Industrial Welfare Commission (IWC) Wage Order.

13 70. Labor Code § 227.3 also provides that “[u]nless otherwise provided by
14 a collective bargaining agreement, whenever a contract of employment or employer
15 policy provides for vacation time, all vested vacation shall be paid to him as wages in
16 accordance with such contract or employment or employer policy respecting
17 eligibility or time served; provided, however, that an employment contract or
18 employer policy shall not provide for the forfeiture of vested vacation time upon
19 termination.”

20 71. Plaintiffs are informed and believe and based thereupon allege that
21 during all times relevant, Plaintiffs were not paid minimum/regular wages for all
22 hours suffered or permitted to work in violation of California law.

23 72. Plaintiffs are also informed and believe and based thereupon allege that
24 Defendants failed to pay Aggrieved Employees for all vacation/PTO pay they
25 accrued.

26 73. During all times relevant, Defendants were required to pay Plaintiffs and
27 other members of the Aggrieved Employees their respective hourly rate for all hours
28 worked and/or minimum wages per state law or applicable local law.

1 74. During all times relevant, at least one of the IWC Wage Orders applied
2 to Plaintiffs' employment with Defendants.

3 75. Pursuant to the applicable Wage Order, "hours worked" include the time
4 during which an employee is "suffered or permitted to work, whether or not required
5 to do so."

6 76. During the proposed Aggrieved Employees Period and based on the
7 misconduct alleged above, Plaintiffs allege Defendants did not pay Plaintiffs and
8 Aggrieved Employees minimum/regular wages for all hours suffered or permitted to
9 work in violation of state and/or local law.

10 77. This claim is also premised on Plaintiffs' right to pursue all Labor Code
11 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
12 *USA, Inc.* (2018) 23 Cal.App.5th 745.

13 78. Labor Code § 1194 subdivision (a) permits an action to recover wages
14 because of the payment of a wage less than the minimum wage "applicable to the
15 employee" including attorneys' fees, costs, and interest.

16 79. At all material times, Defendants were and/or are Aggrieved
17 Employees' employers or persons acting on behalf of Aggrieved Employees'
18 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
19 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
20 Labor Code or any provision regulating hours and days of work in any Order of the
21 Industrial Welfare Commission and, as such, are subject to civil penalties for each
22 underpaid employee as set for in Labor Code § 558.

23 80. In committing the violations of state law as herein alleged, Plaintiffs are
24 informed and believe based there upon allege that Defendants have knowingly and
25 willfully refused to perform their obligations to compensate Aggrieved Employees for
26 all wages earned and all hours worked.

27 81. As a direct result, Aggrieved Employees have suffered and continue to
28 suffer, substantial losses related to the use and enjoyment of such compensation,

1 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
2 compel Defendants to fully perform their obligations under state and/or local law.

3 82. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
4 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
5 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
6 employee per pay period for each subsequent violation in which Defendants violated
7 the minimum wage and/or regular wage provisions of the Labor Code, including but
8 not limited to all wages defined under § 200 pursuant to §§, 216, 218, 218.5, 227.3,
9 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact
10 amount of the applicable penalty is all in an amount to be shown according to proof at
11 trial.

12 83. Pursuant to Labor Code § 2699, Plaintiffs on behalf of Aggrieved
13 Employees seek to recover from Defendants, and each of them, penalties, attorneys'
14 fees, and costs incurred herein.

15 **SECOND CAUSE OF ACTION**

16 **Representative Claim via the PAGA for**

17 **Failure to Pay State Overtime and/or Double-Time Compensation** 18 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 19 **1182.12, 1194, 1194.2, 1197, 1197.1,** 20 **1811, 1815, and the Applicable IWC Wage Order**

21 (Against all Defendants)

22 84. Plaintiffs re-allege and incorporate by reference the foregoing allegations
23 as though set forth herein.

24 85. California law requires an employer to pay each employee "wages" for
25 all "labor." (Cal. Labor Code §§ 200, 218.5.)

26 86. During all times relevant, one or more of the IWC Wage Orders applied
27 to Plaintiffs' employment with Defendants.

28 87. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage

1 Order 15, “hours worked” include the time during which an employee is “suffered or
2 permitted to work, whether or not required to do so.”

3 88. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
4 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
5 hours in a week and eight (8) hours in a day, the employer must pay the employee’s
6 regular hourly wage.

7 89. For each hour (or fraction thereof) an employee works over forty (40)
8 hours in a week or more than eight (8) hours in a workday the employer must pay the
9 rate of one and a half times the employee’s regular hourly wage.

10 90. For each hour (or fraction thereof) an employee works more than
11 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
12 consecutive day of work, the employer must compensate the employee at the rate of
13 no less than twice the regular rate of pay for that employee.

14 91. During all times relevant, and pursuant to company policy and/or
15 practice and/or direction, Defendants required Plaintiffs and the Aggrieved
16 Employees to work more than 40 hours per week and/or eight hours in a workday to
17 which they had the right to receive wages and Defendants did not pay Plaintiff and
18 the Aggrieved Employees all overtime compensation to which they should have
19 received at the applicable wage rate.

20 92. As alleged herein, Plaintiffs allege Defendants failed to pay Aggrieved
21 Employees all overtime to which they had a right to receive.

22 93. This claim is also premised on Plaintiffs’ right to pursue all Labor Code
23 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
24 *USA, Inc.* (2018) 23 Cal.App.5th 745.

25 94. In committing the violations of state law as herein alleged, Defendants
26 have knowingly and willfully refused to perform their obligations to compensate
27 Aggrieved Employees for all wages earned and all hours worked.

28 95. At all material times, Defendants were and/or are Aggrieved Employees’

1 employers or persons acting on behalf of Aggrieved Employees' employer, within the
2 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
3 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
4 regulating hours and days of work in any Order of the Industrial Welfare Commission
5 and, as such, are subject to penalties for each underpaid employee as set for in Labor
6 Code § 558.

7 96. In committing the violations of state law as herein alleged, Defendants
8 have knowingly and willfully refused to perform their obligations to compensate
9 Aggrieved Employees for all wages earned and all hours worked.

10 97. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
11 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
12 period for the initial violation and two hundred (\$200.00) for each aggrieved
13 employee per pay period for each subsequent violation in which Defendants violated
14 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
15 and 1194, the exact amount of the penalties sought is in an amount to be shown
16 according to proof at trial.

17 98. Pursuant to Labor Code § 2699, *et seq.* Plaintiffs on behalf of Aggrieved
18 Employees seek to recover from Defendants, and each of them, penalties, attorneys'
19 fees, and costs incurred herein.

20 **THIRD CAUSE OF ACTION**

21 **Representative Claim via the PAGA for**

22 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 23 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,** 24 **218.5, 218.6, 256, 1198 and the applicable Wage Order**

25 (Against all Defendants)

26 99. Plaintiffs re-allege and incorporate by reference the foregoing allegations
27 as though set forth herein.

28 100. Pursuant to Labor Code § 201, "If an employer discharges an employee,

1 the wages earned and unpaid at the time of discharge are due and payable
2 immediately.”

3 101. Pursuant to Labor Code § 202, “If an employee not having a written
4 contract for a definite period quits his or her employment, his or her wages shall
5 become due and payable not later than 72 hours thereafter, unless the employee has
6 given 72 hours previous notice of his or her intention to quit, in which case the
7 employee is entitled to his or her wages at the time of quitting.”

8 102. Labor Code § 203 provides, in pertinent part: “If an employer willfully
9 fails to pay, without abatement or reduction, ... any wages of an employee who is
10 discharged or who quits, the wages of the employee shall continue as a penalty from
11 the due date thereof at the same rate until paid or until an action therefore is
12 commenced; but the wages shall not continue for more than 30 days. ...”

13 103. Labor Code § 201.3, applicable to the Defendants since they are in the
14 staffing business, likewise requires Defendants to pay Aggrieved Employees in a
15 timely manner.

16 104. Pursuant to Labor Code § 204, “all wages ... earned by any person in
17 any employment are due and payable twice during each calendar month, on days
18 designated in advance by the employer as the regular paydays.”

19 105. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
20 employee during any calendar week and prior to or on the regular payday shall be
21 paid for not later than the regular payday of the employer for such weekly-paid
22 employee falling during the following calendar week.”

23 106. Defendants did not properly pay Plaintiff and Aggrieved Employees
24 pursuant to the requirements of Labor Code, including but not limited to §§ 201,
25 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
26 the unpaid wages.

27 107. To date, Defendants have not paid terminated Aggrieved Employees all
28 earned wages as required by law.

1 108. At all material times, Defendants and DOES 1 through 50 were and/or
2 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
3 Employees' employer, within the meaning of California Labor Code § 558, who
4 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
5 Labor Code or any provision regulating hours and days of work in any Order of the
6 Industrial Welfare Commission and, as such, are subject to penalties for each
7 underpaid employee as set for in Labor Code § 558.

8 109. In committing the violations of state law as herein alleged, Defendants
9 have knowingly and willfully refused to perform their obligations to compensate
10 Aggrieved Employees for all wages earned and all hours worked.

11 110. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
12 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
13 period for the initial violation and two hundred (\$200.00) for each aggrieved
14 employee per pay period for each subsequent violation in which Defendants violated
15 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
16 204.2, 210, 218.5, 218.6, 256.

17 111. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
18 Employees of their rightfully earned wages as a direct and proximate result of
19 Defendants' failure and refusal to pay said compensation and for the reasons alleged
20 in this Complaint.

21 112. Wherefore, the Plaintiffs on behalf of Aggrieved Employees request all
22 remedies available to the Aggrieved Employees pursuant to the PAGA.

23 **FOURTH CAUSE OF ACTION**

24 **Representative Claim for Penalties via the PAGA for** 25 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 26 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

27 **(Against all Defendants)**

28 113. Plaintiffs re-allege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 114. Based on the misconduct alleged in this Complaint, Defendants failed to
3 pay Plaintiff and Aggrieved Employees premium pay for all their missed meal and
4 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

5 115. Because of Defendants' illegal pay practices, said Defendants failed to
6 pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their
7 requirement under California law and, as such, all culpable Defendants are required to
8 pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium
9 wages.

10 116. Defendants also failed to provide Plaintiff, and Aggrieved Employees,
11 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
12 employment by said Defendants.

13 117. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
14 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
15 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
16 pay period for each subsequent violation in which all culpable Defendants violated
17 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
18 an amount to be shown according to proof at trial.

19 118. Wherefore, the Plaintiffs request all remedies available to the Aggrieved
20 Employees pursuant to the PAGA.

21 **FIFTH CAUSE OF ACTION**

22 **Representative Claim for Penalties via the PAGA for**
23 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
24 **and the applicable IWC Wage Order**

25 (Against all Defendants)

26 119. Plaintiffs re-allege and incorporate by reference the foregoing allegations
27 as though set forth herein.

28 120. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in

1 pertinent part, that every employer shall, “semimonthly or at the time of each
2 payment of wages, shall furnish to his or her employees, either as a detachable part of
3 the check, draft, or voucher paying the employee's wages, or separately if wages are
4 paid by personal check or cash, an accurate itemized statement in writing showing (1)
5 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
6 piece-rate units earned and any applicable piece rate if the employee is paid on a
7 piece-rate basis, (4) all deductions, provided that all deductions made on written
8 orders of the employee may be aggregated and shown as one item, (5) net wages
9 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
10 name of the employee and only the last four digits of his or her social security
11 number..., (8) the name and address of the legal entity that is the employer. . . , and
12 (9) all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate by the employee and, beginning July 1,
14 2013, if the employer is a temporary services employer as defined in Section 201.3,
15 the rate of pay and the total hours worked for each temporary services assignment. . .”
16 (Labor Code § 226 subdivision (a).)

17 121. Upon information and belief, during all times relevant to this action,
18 Defendants did not provide accurate wage statements throughout the Aggrieved
19 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim
20 and derivative of their unpaid wage claims.

21 122. On numerous occasions, an exact amount by which will be proven at
22 trial, Defendants violated various provisions of § 226, including but not limited to
23 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(8), and (a)(9) by failing to provide
24 Plaintiffs and the Aggrieved Employees accurate itemized statement in writing
25 accurately showing gross wages earned, total hours worked by the employee, net
26 wages earned, rates of pay, among other things.

27 123. This claim is also premised on Plaintiffs’ right to pursue all Labor Code
28 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*

1 *USA, Inc.* (2018) 23 Cal.App.5th 745.

2 124. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
3 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
4 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
5 pay period for each subsequent violation in which all culpable Defendants violated
6 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
7 of the applicable penalty is all in an amount to be shown according to proof at trial.

8 125. Wherefore, Plaintiffs on behalf of Aggrieved Employees request all
9 remedies available to the Aggrieved Employees pursuant to the PAGA.

10 **SIXTH CAUSE OF ACTION**

11 **Representative Claim for Penalties via the PAGA**

12 **For Failure to Maintain Required Records in Violation of California**

13 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

14 (Against All Defendants)

15 126. As a separate and distinct cause of action, Plaintiff re-alleges and
16 incorporates by reference, as though fully set forth herein, all the allegations
17 contained in this Complaint, excepting those allegations that are inconsistent with this
18 cause of action.

19 127. Section 7 of the applicable Wage Order requires every employer to
20 maintain time and payroll records.

21 128. Plaintiffs are informed and believe and based thereon alleges that during
22 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders
23 and with Labor Code § 1174 by failing to maintain certain records which employers
24 are required to maintain, including but not limited to, all wage records.

25 129. This claim is also premised on Plaintiffs' right to pursue all Labor Code
26 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
27 *USA, Inc.* (2018) 23 Cal.App.5th 745.

28 130. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a

1 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
2 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
3 pay period for each subsequent violation in which all culpable Defendants violated
4 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
5 of the applicable penalty is all in an amount to be shown according to proof at trial.

6 131. For the reasons alleged herein, Plaintiffs on behalf of Aggrieved
7 Employees seek all available remedies pursuant to the PAGA in an amount to be
8 proven at trial including but not limited to penalties, attorneys' fees, costs, and
9 interest pursuant to law.

10 **SEVENTH CAUSE OF ACTION**

11 **Representative Claim for Penalties via the PAGA Claim for** 12 **Failure to Reimburse Business Expenses** 13 **in Violation of Labor Code §§ 1198 and 2802**

14 (Against All Defendants)

15 132. As a separate and distinct cause of action, Plaintiff re-alleges and
16 incorporates by reference, as though fully set forth herein, all the allegations
17 contained in this Complaint, excepting those allegations that are inconsistent with this
18 cause of action.

19 133. Pursuant to California Labor Code § 2802, an employer must indemnify
20 its employees "for all necessary expenditures or losses incurred by the employee in
21 direct consequence of the discharge of his or her duties"

22 134. On information and belief, Plaintiffs made necessary expenditures and
23 incurred losses as a direct consequence of the discharge of their duties and in
24 obedience to the directions of Defendants.

25 135. On information and belief, Defendants knew Plaintiffs were incurring the
26 expenses and were responsible for reimbursing Aggrieved Employees for their
27 expenditures and losses as a direct consequence of the discharge of their duties, but
28 failed to do so.

136. This claim is also premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

137. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

138. For the reasons alleged herein, Plaintiffs on behalf of Aggrieved Employees seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

EIGHTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Individual and Representative Claim for PAGA Penalties and Wage

Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293,

1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,
1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section
1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6,
1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651,
and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801,
2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
and 6399.7 and the Applicable Wage Order

(Against all Defendants)

139. Plaintiffs re-allege and incorporate by reference the foregoing allegations
as though set forth herein.

140. This claim is premised on Plaintiffs' right to pursue all Labor Code
claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services
USA, Inc.* (2018) 23 Cal.App.5th 745.

141. Pursuant to Labor Code § 2699, any provision of the Labor Code that
provides for a civil penalty to be assessed and collected by the LWDA or any of its
departments, divisions, commissions, boards, agencies or employees for violation of
the code may, as an alternative, be recovered through a civil action brought by an
aggrieved employee on behalf of himself or herself and other current or former
employees pursuant to the procedures specified in Labor Code § 2699.3.

142. Plaintiffs are informed and believe, and based thereon allege, that
because of the acts alleged above and Defendants' violations of the Labor Code
provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
2698 and 2699.

143. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
by the alleged violator and had one or more of the alleged violations committed
against Plaintiffs, and therefore are properly suited to represent the interests of other
current and former Represented Employees.

144. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil

1 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
2 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
3 employee for subsequent violations for all Labor Code provisions for which a civil
4 penalty is not specifically provided.

5 145. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
6 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
7 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
8 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
9 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
10 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
11 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
12 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
13 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
14 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
15 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
16 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
17 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
18 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
19 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
20 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
21 and 6399.7.

22 146. As to Defendants' violations of Labor Code §§ 245-249, the law requires
23 an employer to provide 24 hours of sick pay after the employee works 90 days, yet on
24 Plaintiff's 90th day of work, he had accrued only 20.02 Paid Time Off hours -- almost
25 four hours short of what is required per the Labor Code.

26 147. As to Defendants' violations of Labor Code §§ 206 and 206.5,
27 Defendants required Plaintiff to sign an unlawful release agreement that included
28 release provisions for unpaid wages despite not having paid the wages previously.

12 149. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs on behalf of Aggrieved
13 Employees seek to recover attorneys' fees, costs, civil penalties, and wages as alleged
14 herein in an amount to be shown according to proof at trial and within the
15 jurisdictional limits of this Court.

17 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

18 1. That Defendants be found liable to the Plaintiffs on behalf of Aggrieved
19 Employees;

20 2. For all remedies available to the Plaintiffs under the applicable provisions of
21 the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.* including an award of
22 attorneys' fees, costs, interest, liquidated damages, damages, and penalties according
23 to proof to the extent permitted by law;

24 3. For maximum civil penalties available under the Labor Code and applicable
25 Wage Order as described more particularly in this Complaint, including but not
26 limited to penalties pursuant to Labor Code § 558;

4. That Aggrieved Employees be awarded reasonable attorneys' fees where
available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*,

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Code of Civil Procedure § 1021.5, and/or other applicable laws; and
5. For any other relief the Court may deem just, proper, and equitable.

Dated: July 25, 2023
Law Office of Thomas D. Rutledge
By: Thomas D. Rutledge
/s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

Exhibit 1

NOTICE TO EMPLOYEE
Labor Code section 2810.5

EMPLOYEE

Employee Name: Giovanny Gutierrez

Start Date: 03/18/2022

EMPLOYER

Legal Name of Hiring Employer: Bright Event Rentals LLC

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? ☒ Yes ☐ No

Other Names Hiring Employer is "doing business as" (if applicable):

Physical Address of Hiring Employer's Main Office:

1640 W 190th Street, Los Angeles Ca 90501

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: 310.202.0011

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Paychex Business Solutions, LLC and its subsidiaries and affiliates

Physical Address of Main Office: 970 Lake Carillon Drive, Suite 400, St Petersburg FL 33716-3807

Mailing Address: same

Telephone Number: 1.800.741.6277

WAGE INFORMATION

Rate(s) of Pay: 17 Overtime Rate(s) of Pay: 25.5

Rate by (check box): ☒ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece rate ☐ Commission

☐ Other (provide specifics): _____

Does a written agreement exist providing the rate(s) of pay? (check box) ☒ Yes ☐ No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☒ Yes ☐ No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Every Friday

Exhibit 2

BRIGHT EVENT RENTALS LLC
PBS Of Central Florida LLC
1640 West 190th Street
TORRANCE CA 90501

2000-4022
LOC:SD1
ORG:8 / 50010 / 20 Fiel
EE ID: 4866

GIOVANNY GUTIERREZ
3858 CAMINITO AGUILAR
APT F
SAN DIEGO CA 92111

NON-NEGOTIABLE

NON-NEGOTIABLE
PAYABLE IF DESIRED AT: WELLS FARGO BANK, N.A.
ALL WELLS FARGO BANKS
115 HOSPITAL DR, VAN WERT, OH

PERSONAL AND CHECK INFORMATION Giovanny Gutierrez 3858 Caminito Aguilar Apt F San Diego, CA 92111 Soc Sec #: xxx-xx-xxxx Employee ID: 4866 Clock ID: 4866 Home Department: 20 Field Crew / 50010 Field Ops / 8 SD1 Pay Period: 10/05/22 to 10/11/22 Check Date: 10/14/22 Check #: 3235392820 NET PAY ALLOCATIONS <table><tr><th>DESCRIPTION</th><th>THIS PERIOD (\$)</th><th>YTD (\$)</th></tr><tr><td>Check Amount</td><td>295.10</td><td>1097.80</td></tr><tr><td>Chkg 793</td><td>0.00</td><td>21758.16</td></tr><tr><td>NET PAY</td><td>295.10</td><td>22855.96</td></tr></table> TIME OFF (Based on Policy Year) <table><tr><th>DESCRIPTION</th><th>BEGBAL</th><th>CURR DEDUCT</th><th>AMTTAKEN</th></tr><tr><td>PTO</td><td>44.66 hrs</td><td>0.00 hrs</td><td>0.00 hrs</td></tr></table>				DESCRIPTION	THIS PERIOD (\$)	YTD (\$)	Check Amount	295.10	1097.80	Chkg 793	0.00	21758.16	NET PAY	295.10	22855.96	DESCRIPTION	BEGBAL	CURR DEDUCT	AMTTAKEN	PTO	44.66 hrs	0.00 hrs	0.00 hrs	<table><tr><th>EARNINGS</th><th>BASIS OF PAY</th><th>DESCRIPTION</th><th>HRS/UNITS</th><th>RATE THIS PERIOD (\$)</th><th>YTD HOURS</th><th>YTD (\$)</th></tr><tr><td></td><td></td><td>Hourly</td><td></td><td></td><td>1056.44</td><td>20376.79</td></tr><tr><td></td><td></td><td>Meal Penalty</td><td></td><td>1.00</td><td></td><td>20.00</td></tr><tr><td></td><td></td><td>Retro Hours</td><td></td><td>4.00</td><td></td><td>80.00</td></tr><tr><td></td><td></td><td>Double Time</td><td></td><td>12.65</td><td></td><td>492.50</td></tr><tr><td></td><td></td><td>Overtime</td><td></td><td>241.91</td><td></td><td>6966.80</td></tr><tr><td></td><td></td><td>Retro Overtime</td><td></td><td>6.12</td><td></td><td>183.60</td></tr><tr><td></td><td></td><td>Holiday</td><td></td><td>24.00</td><td></td><td>480.00</td></tr><tr><td></td><td></td><td>PTO</td><td></td><td>46.20</td><td></td><td>924.00</td></tr><tr><td></td><td></td><td>Referral Program</td><td></td><td></td><td></td><td>400.00</td></tr><tr><td></td><td></td><td>Severance</td><td></td><td>500.00</td><td></td><td>500.00</td></tr><tr><td></td><td></td><td>Total Hours</td><td></td><td></td><td>1392.32</td><td></td></tr><tr><td></td><td></td><td>Gross Earnings</td><td></td><td>500.00</td><td></td><td>30423.69</td></tr><tr><td></td><td></td><td>Total Hrs Worked</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td>Exp Reimb Non Ta</td><td></td><td></td><td></td><td>120.00</td></tr><tr><td></td><td></td><td>REIMB & OTHER PAYMENTS</td><td></td><td></td><td></td><td>120.00</td></tr></table> <table><tr><th>OTHER</th><th>DESCRIPTION</th><th>THIS PERIOD (\$)</th><th>YTD (\$)</th></tr><tr><td>Do not increase Net Pay</td><td>CR 401K ER MAT</td><td></td><td>272.24</td></tr></table> <table><tr><th>WITHHOLDIN</th><th>DESCRIPTION</th><th>FILING STATUS</th><th>THIS PERIOD (\$)</th><th>YTD (\$)</th></tr><tr><td>GS</td><td>Social Security</td><td></td><td>31.00</td><td>1838.39</td></tr><tr><td></td><td>Medicare</td><td></td><td>7.25</td><td>429.95</td></tr><tr><td></td><td>Fed Income Tax</td><td>Supplemental</td><td>110.00</td><td>2779.41</td></tr><tr><td></td><td>CA Income Tax</td><td>Supplemental</td><td>51.15</td><td>1086.63</td></tr><tr><td></td><td>CA Disability</td><td></td><td>5.50</td><td>326.17</td></tr><tr><td></td><td>TOTAL</td><td></td><td>204.90</td><td>6460.55</td></tr></table> <table><tr><th>DEDUCTION</th><th>DESCRIPTION</th><th>THIS PERIOD (\$)</th><th>YTD (\$)</th></tr><tr><td></td><td>CR 401K EE PRE</td><td></td><td>408.34</td></tr><tr><td></td><td>PEO DEN EE PR</td><td></td><td>63.36</td></tr><tr><td></td><td>PEO MED EE PR</td><td></td><td>708.84</td></tr><tr><td></td><td>PXVAI EEPOST</td><td></td><td>46.64</td></tr><tr><td></td><td>TOTAL</td><td></td><td>1227.18</td></tr></table> <table><tr><th>NET PAY</th><th>THIS PERIOD (\$)</th><th>YTD (\$)</th></tr><tr><td></td><td>295.10</td><td>22855.96</td></tr></table>				EARNINGS	BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE THIS PERIOD (\$)	YTD HOURS	YTD (\$)			Hourly			1056.44	20376.79			Meal Penalty		1.00		20.00			Retro Hours		4.00		80.00			Double Time		12.65		492.50			Overtime		241.91		6966.80			Retro Overtime		6.12		183.60			Holiday		24.00		480.00			PTO		46.20		924.00			Referral Program				400.00			Severance		500.00		500.00			Total Hours			1392.32				Gross Earnings		500.00		30423.69			Total Hrs Worked							Exp Reimb Non Ta				120.00			REIMB & OTHER PAYMENTS				120.00	OTHER	DESCRIPTION	THIS PERIOD (\$)	YTD (\$)	Do not increase Net Pay	CR 401K ER MAT		272.24	WITHHOLDIN	DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)	GS	Social Security		31.00	1838.39		Medicare		7.25	429.95		Fed Income Tax	Supplemental	110.00	2779.41		CA Income Tax	Supplemental	51.15	1086.63		CA Disability		5.50	326.17		TOTAL		204.90	6460.55	DEDUCTION	DESCRIPTION	THIS PERIOD (\$)	YTD (\$)		CR 401K EE PRE		408.34		PEO DEN EE PR		63.36		PEO MED EE PR		708.84		PXVAI EEPOST		46.64		TOTAL		1227.18	NET PAY	THIS PERIOD (\$)	YTD (\$)		295.10	22855.96
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Exhibit 3



CALIFORNIA MEAL BREAK & REST PERIOD POLICY AND ACKNOWLEDGEMENT

Bright Event Rentals, LLC (the "Company") works to ensure the safety and well-being of all Team Members by ensuring they take the appropriate meal and rest breaks during each shift. Appropriate breaks are required by law and are not optional.

Rest Periods. All Team Members must take a **15-minute paid rest period for every 4 hours worked** (or any fraction thereof). This should be taken near the middle of each work period; whenever possible. During these periods, Team Members are excused from work-related duties. Team Members **do not need to clock out for these rest periods**, but these rest periods may not be combined with other rest periods or meal breaks. Nonexempt employees who work less than three-and-a-half hours **are not entitled** to rest breaks.

Meal Breaks. All Team Members must take a minimum **30-minute unpaid meal break for each 5 hours worked**. If a Team Member works more than 5 hours in a shift, they must take their first meal break before their 6th hour of work. If a Team Member works more than 10 hours in a shift, they must take their second meal break before their 11th hour of work. During these periods, team members are excused from work-related duties. Team Members **must clock out for these meal breaks**.

If a Team Member is at a company location, they must clock out for these meal breaks using the **time clocks available at the location**. If a Team Member is a member of the Field Operations team and is away from a company location, they must clock out for these meal breaks using the **Paychex Mobile Meal Period Application**, available and free for use on all smart phones.

Meal Break Waivers. A Team Member may waive their first meal break of the day if they work more than 5 hours but less than 6 hours in a shift. A Team Member may waive their second meal break of the day if they work more than 10 hours but less than 12 hours in a workday, and they did not waive their first meal break.

To properly waive a meal break, the employee must **complete and sign a California Meal Period Acknowledgement & Waiver**, as available on location. A new waiver must be signed for each waived meal break and must be approved by the Team Member's supervisor.

Questions? If you have any questions regarding meal breaks or rest periods, please contact your location's payroll department, or email payroll@bright.com.

CALIFORNIA MEAL BREAK & REST PERIOD ACKNOWLEDGEMENT

I, Giovanny Gutierrez, understand, will abide, and acknowledge that all:
PRINT NAME

- Team Members of Bright Event Rentals, LLC are required to take fifteen (15) minute rest period ("break") every four hours (or major fraction) worked. **NOTE: Anything over two hours is a "major fraction" of a four-hour period.**
- Nonexempt employees who work less than three-and-a-half hours **are not entitled** to rest breaks.
- Rest Periods ("Break") should be taken near the middle of each work period or whenever possible. You may not combine your breaks together or with your meal break.