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Attorneys for Plaintiff RUBY PELAYO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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Plaintiff,

V.

Defendants

Case No.: 37-2023-00055510-CU-OE-CTL

INDIVIDUAL, CLASS, AND REPRESENTATIVE ACTION COMPLAINT

- 1. Class Action Claim For Violation Of Labor Code § 226**
- 2. Representative Claim for PAGA Penalties**
- 3. Individual Claim for Unpaid Wages and Waiting Time Penalties**
- 4. Individual Claim For Violation Of Labor Code § 2802**

1 Plaintiff RUBY PELAYO (“Plaintiff”), on behalf of herself and acting for the interests of other
2 current and former employees (“Plaintiffs”), alleges the following:

3 **NATURE OF THE ACTION**

4 1. Pursuant to Code of Civil Procedure § 382, Plaintiffs bring this proposed class action against
5 Defendants for wage and hour abuses in violation of the California Labor Code and the Industrial
6 Welfare Commission Wage Orders (the “IWC Wage Orders”), all of which contribute to
7 Defendants’ deliberate unfair competition.

8 2. Additionally, Plaintiffs bring this representative action against Defendants to recover civil
9 penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et*
10 *seq.*, on behalf of the State of California, themselves, and all other Aggrieved Employees of
11 Defendants seeking only PAGA civil penalties (no wages and no individualized relief), reasonable
12 attorneys’ fees, and costs within the meaning of *Esparza v. KS Indus., L.P.* (2017) 13 Cal.App.5th
13 1228.

14 **JURISDICTION AND VENUE**

15 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is
16 proper in the Superior Court of California, County of San Diego, State of California because
17 Plaintiff alleges claims arising under California law.

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

21 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior
22 Court of California for the County of San Diego, State of California, because this is where Plaintiff
23 was employed, and Defendants do business in the County of San Diego.

24 **PARTIES**

25 6. Plaintiff is an individual over the age of 18 and a resident of the State of California.

26 7. Defendant HONEYWELL SAFETY PRODUCTS USA, INC. (hereafter, sometimes
27 “Defendant” or “HSP”) is a Delaware corporation doing business in the County of San Diego,
28 California.

1 8. HSP and DOES 1- 50 are herein collectively referred to as “Defendants” or, individually,
2 Defendant.

3 9. The true names and capacities, whether individual, corporate, associate, or otherwise of the
4 Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs
5 therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of
6 Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and
7 capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed
8 and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to
9 Plaintiffs for the events and actions alleged herein.

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

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

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

24 13. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants is
25 liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer;
26 (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

27 14. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
28 are part of an integrated enterprise and have acted or currently act as the employer and/or joint

1 employer of Plaintiff, making each of them liable for the violations alleged herein.

2 **CLASS ACTION ALLEGATIONS**

3 15. Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382,
4 of a class of Plaintiffs (“the Class”) defined as follows:

- 5 • “All individuals employed by HSP in the State of California at any time during the period
6 beginning one prior to the filing of this action through the date of final judgment.”

7 16. **Numerosity and Ascertainability:** The members of the Class are so numerous
8 that joinder of all members would be impractical, if not impossible. The identity of the members
9 of the Class is readily ascertainable by review of Defendant’s records, including payroll records.

10 17. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
11 necessary steps to represent fairly and adequately the interests of the Class defined above.

12 Plaintiff’s attorneys are skilled in the prosecution of wage-and-hour class actions and are ready,
13 willing, and able to fully and adequately represent the Class and the individual Plaintiff.

14 18. **Common Question of Law and Fact:** There are predominant common questions
15 of law and fact and a community of interest amongst Plaintiff and the Class concerning Defendant’s
16 consistent and uniform policy and practice of failing to provide Plaintiffs with wage statements that
17 complied with Lab. Code Section 226 by, *inter alia*, failing to accurately state the name of the legal
18 entity that is the employer on Plaintiffs’ wage statements as required by Cal. Lab. Code Section
19 226(a)(8).

20 **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
21 class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
22 manner as the Class Members. As with other class members employees, Plaintiff was not provided
23 with wage statements that accurately stated the name of her employer. More particularly, Plaintiffs’
24 wage statements stated the name of the employer as Honeywell International Inc. The true name of
25 Plaintiffs’ employer was Honeywell Safety Products USA, Inc. Although Honeywell
26 International, Inc. does exist, it was not Plaintiffs’ employer.

27 19. The California Labor Code upon which Plaintiff bases these claims are broadly remedial in
28 nature. These laws and labor standards serve an important public interest in establishing minimum

1 working conditions and standards in California. These laws and labor standards protect the average
2 working employee from exploitation by employers who may seek to take advantage of superior
3 economic and bargaining power in setting onerous terms and conditions of employment.

4 20. The nature of this action and the format of laws available to Plaintiff and members of the Class
5 identified herein make the class action format a particularly efficient and appropriate procedure to
6 redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the
7 corporate defendants would necessarily gain an unconscionable advantage since they would be able
8 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior
9 financial and legal resources. Requiring each Class Member to pursue an individual remedy would
10 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
11 against their former and/or current employer for real and justifiable fear of retaliation and permanent
12 damage to their careers at subsequent places employment.

13 21. The prosecution of separate actions by the individual class members, even if possible, would
14 create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class
15 members against the Defendants and which would establish potentially incompatible standards of
16 conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which
17 would, as a practical matter, be dispositive of the interest of the other Class members not parties to
18 the adjudications or which would substantially impair or impede the ability of the Class members to
19 protect their interests. Further, the claims of the individual members of the Class are not sufficiently
20 large to warrant vigorous individual prosecution considering all of the concomitant costs and
21 expenses.

22 22. Such a pattern, practice and uniform administration of corporate policy regarding the
23 provision of wage statements is unlawful and creates an entitlement to
24 recovery by Plaintiff and the Class identified herein, in a civil action, for statutory damages and
25 penalties, reasonable attorneys' fees, and costs of suit according to the mandates of California Labor
26 Code section 226, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

27 23. Proof of a common business practice or factual pattern, which the named Plaintiff
28 experienced and is representative of, will establish the right of each of the members of the

1 Plaintiff Class to recovery on the causes of action alleged herein.

2 24. This action is brought for the benefit of the entire class and will result in the creation of a
3 common fund.

4 **FACTS REGARDING PLAINTIFF'S EMPLOYMENT,**

5 **UNPAID WAGES AND UNREIMBURSED EXPENSES**

6 25. HSP is in the business of manufacturing and selling polyurethane and polyvinylchloride
7 (PVC) earplugs for hearing protection.

8 26. During the period of time from January 1, 2021, and continuing through approximately May
9 of 2023, Plaintiff was employed by HSP as a Quality Control Analyst in connection with HSP's
10 manufacturing activities.

11 27. Plaintiff's primary job duties consisted of engaging in quality assurance activities within the
12 HSP factory in San Diego. Plaintiff's scheduled hours were generally from 7 AM to 3:30 PM, Monday
13 through Friday.

14 28. In addition to her regularly scheduled job activities, Plaintiff would be instructed periodically
15 to work outside of the factory. For example, Plaintiff would occasionally be required to leave the
16 factory in her personal vehicle to pick up food for an event. Additionally, plaintiff would occasionally
17 be required to use her personal vehicle to pick up HSP's compliance auditors, who would fly in from
18 out of town to ensure that the manufacturing process was proceeding according to certain standards.
19 When these compliance auditors would come into town, plaintiff would be responsible for such things
20 as picking them up from the airport, taking them to their hotels, and driving them to and from dinner.
21 In addition to occasionally being required to chaperone auditors within San Diego, plaintiff was also
22 on rare occasions required to drive HSP employees to Tijuana, Mexico.

23 29. When plaintiff would use her personal vehicle to pick up food, to chaperone compliance
24 auditors, or to transport HSP employees to Tijuana (the latter occurring only rarely), she was not
25 reimbursed for her vehicle expenses, including gas, mileage, and insurance. This was so regardless
26 of whether her time was on the clock. Additionally, on certain occasions plaintiff engaged in these
27 transportation tasks outside of regularly scheduled work hours. On the occasions when she engaged
28 in these tasks outside of work hours, such as on a Sunday, she was not compensated for her time.

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 30. California Lab. Code § 2699, *et seq.* sets forth the conditions on which an employee may
3 commence an action under the PAGA, including, *inter alia*, requirements to give notice to the Labor
4 and Workforce Development Agency (“LWDA”) and the employer.

5 31. On or about December 22, 2023, Plaintiff, through counsel, sent written notice to the Labor
6 Workforce Development Agency (LWDA) and Defendants of the specific sections of the California
7 Labor Code Defendants violated and continue to violate, and of Plaintiff’s intent to pursue the claims
8 alleged in this Complaint.

9 32. The Causes of Action alleged herein are appropriately suited for a Representative Action under
10 PAGA (Labor Code § 2698, *et seq.*) because:

- 11 a. This action alleges violations of California Labor Code provisions that
12 provide for a civil penalty to be assessed and collected by the LWDA or
13 any departments, divisions, commissions, boards, agencies, or employees;
14 b. Plaintiff is an “aggrieved employee” because Plaintiff was employed by
15 the alleged violator and had one or more of the Labor Code violations
16 alleged on this Complaint committed against her; and
17 c. Plaintiff will have satisfied the procedural requirements of Labor Code
18 § 2699.3, as set forth above.

19 **FIRST CAUSE OF ACTION**

20 **INDIVIDUAL AND CLASS ACTION CLAIM FOR VIOLATION OF LABOR CODE § 226**
21 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

22 33. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
23 though fully set forth herein.

24 34. Defendant failed in its affirmative obligation to provide accurate itemized wage statements to
25 Plaintiff and Class Members, in violation of Labor Code section 226.

26 35. As with other class members employees, Plaintiff was not provided with wage statements that
27 accurately stated the name of her employer.

1 36. Plaintiffs' wage statements stated the name of the employer as Honeywell International Inc.
2 The true name of Plaintiffs' employer was Honeywell Safety Products USA, Inc. Although
3 Honeywell International, Inc. does exist, it was not Plaintiffs' employer.

4 37. For example, Plaintiff's wage statement with "advice date" 12/30/2022, for pay period
5 12/12/2022-12/25/2022, stated that Plaintiff's employer was Honeywell International Inc. (See
6 Exhibit 1).

7 38. As an additional example, Plaintiff's wage statement with "advice date" 1/13/2023, for pay
8 period 12/26/2023-01/08/2023, stated that Plaintiff's employer was Honeywell International Inc. (See
9 Exhibit 2).

10 39. Pursuant to Labor Code Section 226(e)(1),

11 "An employee suffering injury as a result of a knowing and intentional failure by an
12 employer to comply with subdivision (a) is entitled to recover the greater of all
13 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
14 occurs and one hundred dollars (\$100) per employee for each violation in a
15 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
16 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees."

17 40. Pursuant to Labor Code Section 226(e)(2)(B),

18 "An employee is deemed to suffer injury for purposes of this subdivision if the
19 employer fails to provide accurate and complete information as required by any one
20 or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot
21 promptly and easily determine from the wage statement alone... [t]he name and
22 address of the employer..."

23 41. Pursuant to Labor Code Section 226(e)(2)(C) "'promptly and easily determine" means a
24 reasonable person would be able to readily ascertain the information without reference to other
25 documents or information."

26 42. Plaintiffs suffered injury because they were unable to promptly and easily determine the
27 name of their employer. Indeed, a reasonable person would not be able to readily ascertain the name
28

1 of his/her employer from the wage statements without reference to other documents or information
2 because the wage statements misidentified the employer.

3 43. Pursuant to Labor Code Section 226(e)(3), “[f]or purposes of this subdivision, a “knowing
4 and intentional failure” does not include an isolated and unintentional payroll error due to a clerical
5 or inadvertent mistake. In reviewing for compliance with this section, the factfinder may consider as
6 a relevant factor whether the employer, prior to an alleged violation, has adopted and is in
7 compliance with a set of policies, procedures, and practices that fully comply with this section.”

8 44. Defendant’s failure to state the true employer was a knowing and intentional violation of
9 Lab. Code Section 226(a). The error complained of – the failure to identify the true employer – was
10 not isolated or unintentional. To the contrary, the wrong employer was stated repeatedly and *en*
11 *masse*. Furthermore, HSP was aware that the wage statements identified Plaintiffs’ employer as
12 Honeywell International, Inc. and not as Honeywell Safety Products USA, Inc.

13 45. In addition, HSP did not have a practice in place to identify the employer as Honeywell
14 Safety Products USA, Inc. To the contrary, HSP’s practice was to identify the employer on the
15 wage statements as Honeywell International, Inc.

16 46. Thus, Plaintiffs are entitled to recover the greater of all actual damages or fifty dollars (\$50)
17 for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee
18 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
19 dollars (\$4,000), and are entitled to an award of costs and reasonable attorney’s fees.

20 **SECOND CAUSE OF ACTION**

21 **Representative Claim for PAGA Penalties**

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

23 **Violations of California Labor Code §§ 226, 226.3**

24 **(CLAIM BY PLAINTIFF AND AGGREIVED EMPLOYEES AGAINST ALL**
25 **DEFENDANTS)**

26 47. Plaintiffs re-allege and incorporate by reference the preceding and subsequent paragraphs as
27 though fully set forth herein.

1 48. “Aggrieved Employees,” as used herein, shall mean all current and former employees,
2 including Plaintiff, who worked for Defendants in the State of California from one year prior to the
3 date of filing this action through the date of final judgment.

4 49. Defendant failed in its affirmative obligation to provide accurate itemized wage statements to
5 Aggrieved Employees, in violation of Labor Code § 226.

6 50. Aggrieved Employees’ wage statements stated the name of the employer as Honeywell
7 International Inc. The true name of Plaintiffs’ employer was Honeywell Safety Products USA, Inc.
8 Although Honeywell International, Inc. does exist, it was not Aggrieved Employees’ employer.
9

10 51. Defendant’s failure to furnish wage statements to Aggrieved Employees that accurately state
11 the name of their employer is a violation of Lab. Code § 226(a).

12 52. Additionally, this claim is premised, in part, on Plaintiffs’ right to pursue all Labor Code
13 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018)
14 23 Cal.App.5th 745. On that premise, and on information and belief, Plaintiffs allege that the wage
15 statements issued by Defendants to Aggrieved Employees failed to comply with Labor Code §
16 226(a)(1)-(9) in that they failed to accurately state (1) gross wages earned, (2) total hours worked by
17 the employee, (3) the number of piece-rate units earned and any applicable piece rate, (4) all
18 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
19 paid, (7) the name of the employee and only the last four digits of his or her social security number
20 or an employee identification number other than a social security number, (8) the name and address
21 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

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

1 54. Cal. Labor Code § 226.3 imposes upon all culpable Defendants a penalty of two hundred
2 fifty dollars (\$250.00) for each aggrieved employee per pay period for the initial violation and one
3 thousand dollars (\$1,000.00) for each aggrieved employee per pay period for each subsequent
4 violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions
5 alleged in this Complaint, the exact amount of the applicable penalty in an amount to be shown
6 according to proof at trial.

7 55. Pursuant to Labor Code § 2699, Aggrieved Employees seek to recover from Defendants, and
8 each of them, penalties, attorneys' fees, and costs incurred for the violation of and according to §§
9 226 and 226.3, in an amount to be proven at trial.

10 **THIRD CAUSE OF ACTION**

11 **UNPAID WAGES AND WAITING TIME PENALTIES**

12 **(INDIVIDUAL CLAIM BY PLAINTIFF AGAINST ALL DEFENDANTS)**

13 56. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
14 previous and subsequent allegations in this complaint.

15 57. Defendants did not pay Plaintiff all wages owed, including the minimum wage and/or
16 the legal overtime compensation applicable to Plaintiff as required by Lab. Code§ 1194 and the
17 applicable wage order, including during times plaintiff used her personal vehicle to chaperone
18 out-of-town compliance auditors outside of regularly scheduled work hours and on the rare
19 occasions when plaintiff was required to transport HSP employees to Tijuana Mexico.

20 58. Defendants were aware that Plaintiff would occasionally have to engage in these
21 activities outside of regularly scheduled work hours and that Plaintiff was not paid for her work
22 during this time.

23 59. Defendants willfully failed to pay Plaintiff straight time or overtime for all hours
24 worked, including the above-mentioned, which should have been compensated at proper
25 straight and overtime rates in accordance with the law.

26 60. Therefore, Plaintiff is entitled to recover all unpaid compensation, including, without
27 limitation , straight time and overtime compensation that defendants did not pay Plaintiff, as well as
28 prejudgment interest.

1 61. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
2 218.5.

3 62. Lab. Code § 203 provides for a waiting time penalty in the event an employer does not
4 timely pay the wages of an employee at the conclusion of their employment. The waiting time
5 penalty provides that the wages of the employee continue as a penalty at the employee's daily
6 rate until paid, not to exceed 30 days.

7 63. Plaintiff's employment with Defendants ended on or about May 2023.

8 64. As of the present date, Defendants have not provided Plaintiff with all wages due and
9 payable.

10 65. Defendants have not compensated Plaintiff for all hours worked, including straight time
11 and overtime hours.

12 66. Defendants' failure to pay was willful.

13 67. It has been more than thirty (30) days since Plaintiff was entitled to all wages due and
14 payable to her.

15 68. Plaintiff is entitled to her daily wage for a period of thirty (30) days as a penalty.

16 69. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
17 218.5.

18 **FOURTH CAUSE OF ACTION**

19 **INDIVIDUAL CLAIM FOR UNREIMBURSED EXPENSES**

20 **PURSUANT TO LABOR CODE SECTION 2802**

21 **(INDIVIDUAL CLAIM BY PLAINTIFF AGAINST ALL DEFENDANTS)**

22 70. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
23 though fully set forth herein.

24 71. Labor Code Section 2802 provides in part that "[a]n employer shall indemnify his or her
25 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
26 the discharge of his or her duties, or of his or her obedience to the directions of the employer..."
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1 72. Defendants failed to reimburse Plaintiff for expenses incurred in the discharge of her duties,
2 including, without limitation, mileage, insurance, and fuel costs for the use of her personal vehicle in
3 transporting HSP employees and picking up food for events.

4 73. Plaintiff is therefore entitled to indemnification and reimbursement of those expenses, as well
5 as attorney fees and costs.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs, the Class, and Aggrieved Employees pray for the following relief
8 against Defendants, jointly and severally, and judgment against Defendants as follows:

- 9 1. For an order certifying the putative Class;
- 10 2. For an order appointing Plaintiff as the representative of the Class as defined herein;
- 11 3. For an order appointing counsel for Plaintiff as class counsel;
- 12 4. Upon the First Cause of Action, on an individual and class action basis, for statutory damages
13 and penalties pursuant to Labor Code Section 226, as well as attorneys, costs, and interest.
- 14 5. Upon the Second Cause of Action, for an award of maximum civil penalties, attorneys' fees, costs
15 and interest, according to proof, to the extent permitted by the Labor Code, including, *inter alia*, Lab.
16 Code § 2699, *et seq.*, Lab. Code § 226.3, and the applicable wage order; that Plaintiff and/or
17 Aggrieved Employees be awarded reasonable attorneys' fees where available by law, including but
18 not limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or
19 other applicable laws; and for such other and further relief as this Court may deem proper and
20 just.
- 21 6. Upon the Third Cause of Action, on an individual basis, for unpaid wages, a waiting time
22 penalty of Plaintiff's daily wage for a period of thirty (30) days, attorney fees, costs, and
23 interest.
- 24 7. Upon the Fourth Cause of Action, on an individual basis, for indemnification, reimbursement and
25 restitution of all expenses or losses incurred in the discharge of employment duties, including attorney
26 fees, costs, and interest.

1 8. On all causes of action, for attorneys' fees and costs as provided by all applicable law, including,
2 *inter alia*, California Labor Code sections 226, 2082, 2698, *et seq.*, and Code of Civil Procedure §
3 1021.5

4 Dated: December 22, 2023

Pancer Law Corporation

6 By: Ian Pancer

7 Ian Pancer, Esq.

8 Attorneys for Plaintiff
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EXHIBIT 1

Honeywell International Inc 855 S Mint St , Ste 18th Floor Payroll Charlotte, NC 28202 HR Help 1-877-258-3699 (Option #2)			Pay Group: RMB-Sperian Protection Americas Pay Begin Date: 12/12/2022 Pay End Date: 12/25/2022			Business Unit: USA07 Advice #: 000000002073323 Advice Date: 12/30/2022				
Ruby A Pelayo			Employee ID: Department: 50552220-Quality Location: 7828 Waterville Road Job Title: Quality Control Analyst II Pay Rate: \$72,000 00 Annual			TAX DATA: Federal CA State Marital Status: Married S/M-2 inc Allowances: 3 0 Addl Percent: N/A Addl Amount:				
HOURS AND EARNINGS						TAXES				
Description	Begin Date	End Date	Current Rate	Hours	Earnings	Hours	Earnings	Description	Current	YTD
Regular	12/12/2022	12/25/2022	34 615385	80 00	2,769 24	1,684 00	57,625 38	Fed Withholding	166 62	4,967 41
Straight Time OT					0 00	162 80	5,547 53	Fed MED/EE	38 92	1,078 79
Overtime Premium					0 00	142 00	2,417 62	Fed OASDI/EE	166 42	4,612 75
Double Time Straight					0 00	8 00	264 10	CA Withholding	112 02	3,529 85
Double Time Premium					0 00	8 00	264 10	CA OASDI/EE	29 51	817 94
Holiday Pay					0 00	80 00	2,743 57			
Vacation Pay					0 00	150 00	5,076 86			
Sick Pay					0 00	78 00	2,674 34			
TOTAL:					2,769.24		76,613.50	TOTAL: 513.49 15,006.74		
BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS				EMPLOYER PAID BENEFITS			
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD		
HW Savings Plan	166 15	3,793 67				Excess Life*	1 61	40 88		
Health Care	86 74	2,255 24								
TOTAL: 252.89 6,048.91			TOTAL: 0.00 0.00				*TAXABLE			
TOTAL GROSS		FED TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS		NET PAY		
Current	2,769 24		2,517 96		513 49		252 89		2,002 86	
YTD	76,613 50		70,605 47		15,006 74		6,048 91		55,557 85	
SPECIAL INFORMATION			NET PAY DISTRIBUTION							
Hours Worked Current: 80 0 Sick Hours Available: 0 03 Sick Hours Taken: 78 00 Covid Hours Oth Taken: 0 00			Payment Type Advice #000000002073323		Account Type Checking		Account Number XXXXXXXXXXXX7410		Deposit Amount 2,002 86	
			TOTAL:		2,002.86					

MESSAGE: W-2s are coming! Update address online at HR Direct To go paperless sign up at HR Direct

EXHIBIT 2

Honeywell International Inc
855 S Mint St , Ste 18th Floor Payroll
Charlotte, NC 28202
HR Help 1-877-258-3699 (Option #2)

Pay Group: RMB-Sperian Protection Americas
Pay Begin Date: 12/26/2022
Pay End Date: 01/08/2023

Business Unit: USA07
Advice #: 000000002077349
Advice Date: 01/13/2023

Ruby A Pelayo [REDACTED]	Employee ID:	[REDACTED]	TAX DATA:	Federal	CA State
	Department:	50552220-Quality	Marital Status:	Married	S/M-2 inc
	Location:	7828 Waterville Road	Allowances:	3	0
	Job Title:	Quality Control Analyst II	Addl Percent:	N/A	
	Pay Rate:	\$72,000 00 Annual	Addl Amount:		

HOURS AND EARNINGS								TAXES		
Description	Begin Date	End Date	Current		Hours	YTD		Description	Current	YTD
			Rate	Earnings		Hours	Earnings			
Regular	12/26/2022	01/08/2023	34 615385	1,107 69	32 00	32 00	1,107 69	Fed Withholding	157 19	157 19
Holiday Pay	12/26/2022	01/08/2023	34 615385	1,107 69	32 00	32 00	1,107 69	Fed MED/EE	38 91	38 91
Vacation Pay	12/26/2022	01/08/2023	34 615385	553 85	16 00	16 00	553 85	Fed OASDI/EE	166 36	166 36
								CA Withholding	102 94	102 94
								CA OASDI/EE	24 14	24 14
TOTAL:			2,769.23		2,769.23		TOTAL:		489.54	489.54

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
HW Savings Plan	166 15	166 15				Excess Life*	0 81	0 81
Health Care	86 74	86 74						
TOTAL:			252.89	252.89	TOTAL:	0.00	0.00	*TAXABLE

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 2,769 23	2,517 15	489 54	252 89	2,026 80
YTD 2,769 23	2,517 15	489 54	252 89	2,026 80

SPECIAL INFORMATION		NET PAY DISTRIBUTION			
Hours Worked Current:	32 0	Payment Type	Account Type	Account Number	Deposit Amount
Sick Hours Available:	56 03	Advice #000000002077349	Checking	XXXXXXXXXXXX7410	2,026 80
Sick Hours Taken:	0 00				
Covid Hours Oth Taken:	0 00				
TOTAL:		2,026.80			

MESSAGE: