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SUPERIOR COURT
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Attorneys for Plaintiff MANUEL MUNGUIA, individually and as a proxy for the LWDA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MANUEL MUNGUIA, Plaintiff, v. FRENCH CAMP TRANSPORT, INC. a California corporation; and DOES 1-100, inclusive, Defendants.	Case No.: STK-CV-UOE-2024-10704 COMPLAINT FOR DAMAGES AND CIVIL PENALTIES FOR 1. FAILURE TO PAY MINIMUM WAGE 2. UNFAIR/UNLAWFUL BUSINESS PRACTICES 3. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS [Labor Code § 226(a)] 4. FAILURE TO PAY WAGES ON SEPARATION [Labor Code §§ 200, et seq.] 5. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 [Lab. Code § 2698 et seq] 6. FAILURE TO TIMELY PROVIDE PAYROLL RECORDS {Labor Code § 226(c)] 7. FAILURE TO TIMELY PROVIDE PERSONNEL RECORDS [Labor Code § 1198.5(b)(1)] 8. AGE DISCRIMINATION 9. DISABILITY DISCRIMINATION 10. FAILURE TO ACCOMMODATE 11. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS 12. RETALIATION 13. FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT JURY TRIAL DEMANDED

Plaintiff Manuel Munguia ("Munguia" or "Plaintiff") brings this action, on behalf of himself, all other individuals similarly situated, and as a proxy for the Labor & Workforce Development Agency (the "LWDA") against French Camp Transport, Inc. ("FCT"), a California corporation, and Does 1 through 100 (all collectively, "Defendants"), for general, compensatory, punitive, and statutory damages, injunctive relief, declaratory relief, restitution, civil and statutory penalties, costs, and attorneys' fees, resulting from Defendants' unlawful and tortious conduct, and as grounds therefore alleges:

PARTIES

1. Munguia, at all times relevant herein, was employed in French Camp, San Joaquin County, California, and was an "employee" of FCT as defined by California Labor Code section 3351, et seq.

2. FCT is, and at all relevant times was, a corporation organized under the laws of the state of California, qualified to conduct and conducting business in California, with its principal place of business 9504 S. Harlan Road, French Camp, San Joaquin County, California, and was at all relevant times herein Munguia's "employer" as defined by Government Code sections 12926(d), 12940(a), and 12940(j)(4)(A), the Labor Code, the applicable IWC Order(s) and *Martinez v. Combs* (2010) 49 Cal.4th 35.

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

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

VENUE AND JURY TRIAL DEMAND

5. Venue is proper in this court because the actionable conduct alleged herein took place in San Joaquin County, FCT's principal place of business is within San Joaquin County, Grunsky resides within San Joaquin County, and Munguia's place of employment with Defendants was located within San Joaquin County. Munguia hereby demands a jury trial.

GENERAL ALLEGATIONS

6. Munguia was hired by Defendants as a local truck driver beginning in approximately June 2008 (when he was 49 years old). Munguia used a vehicle supplied by Defendants to haul products for Defendants and at their direction. Primarily, Defendants directed Munguia to haul corn, wheat, and flour from local farms to processing plants within California.

7. When he was initially hired, Munguia was paid on a piece rate basis based on his loads. In approximately 2016, Munguia's compensation structure was changed to hourly.

8. At all relevant times, Munguia transported solely intrastate and was not transporting products in a continuous chain of interstate transport. Rather, he transported products grown in California from California farms to processing plants within California where the agricultural products would be processed and substantially changed before being sent to ultimate out-of-state destinations. At no point during his employment with FCT did Munguia fall under the Motor Carrier Exemption embodied in 29 U.S.C. section 213(b)(1).

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9. At all relevant times, Munguia was entitled to be paid at least minimum wage for all hours worked.

10. Despite this requirement, and as a result of FCT's company-wide policies and practices, Munguia and other non-exempt employees were not compensated for all hours worked.

11. Specifically, Munguia and other non-exempt employees were frequently not compensated for time spent under the control of FCT prior to being able to officially "clock-in." There were regular occasions when Munguia (and other non-exempt drivers) arrived to the FCT yard at his/her scheduled start time (7:00 a.m., at the latest) and ready to work, but did not receive load instructions timely because dispatch was not yet at the site. Drivers were regularly forced to wait at the yard for instructions and/or spend time that was not recorded (i.e. off-the-clock time) trying to call Steve, JJ, or James to obtain load instructions for the day.

12. Drivers were expressly instructed they must arrive at 7:00 a.m., "unless told otherwise the day before." However, drivers were often not compensated until after they received load instructions for the day.

13. Throughout the four years preceding this lawsuit, FCT also had an express written policy whereby it voluntarily paid non-exempt employees, including Munguia, an additional 0.5 hours of pay for every off-duty meal period he/she took. This additional compensation does not fall into any of the exemptions outlined in 29 U.S.C. § 207(e) and is thus not excludable from the "regular rate of pay."

14. Although this additional pay must be included in the "regular rate of pay", FCT did not include or consider it when calculating the rate at which to compensate Munguia for redeemed sick leave.

15. By way of specific example, during the pay period August 31, 2022-September 14, 2022, Munguia redeemed sixteen (16) hours of sick leave. Although he received at least an additional $32.25 in wages during that workweek as compensation for taking his off-duty meal periods, that additional pay was not factored into the rate at which FCT paid his redeemed sick leave.

16. Instead, FCT always paid Munguia's redeemed sick leave at his base hourly rate. Munguia is informed and believes FCT failed to pay its other non-exempt employees redeemed sick leave at the required regular rate of pay (instead only paying it at the base hourly rate and, specifically, failing to include additional pay for taking on-duty meal periods).

17. Munguia worked without incident and was never written up or otherwise disciplined at any time during his employment with FCT.

18. In August 2023, Munguia suffered a workplace injury to his shoulder. At the time of the injury, Munguia was 65 years old and had devoted more than 15 years of his life to FCT without having ever been disciplined or written up.

19. Munguia did not take leave and FCT did not provide him any accommodation or engage in the interactive process with him in the wake of his shoulder injury. Instead, FCT just required him to keep working (which he did) at full strength despite his injury.

20. Prior to his shoulder injury, Munguia observed FCT getting rid of a number of its older workers and replacing them with substantially younger individuals. Munguia also heard supervisors James Grunsky, Steve LNU, and Kenny LNU refer to himself and other older workers as "old and lazy." He did not want to seem old or lazy, so he felt pressure to continue working despite his shoulder injury and the pain it caused.

21. At the end of January 2024, Munguia took a 3-week vacation (this was something he routinely did in January on a yearly basis). When Munguia returned from vacation, he was summarily terminated after 16 years of dedicated employment.

22. Munguia was not given any explanation for his termination and there is no documentation within Munguia's personnel file relating to the termination or FCT's reason for making the decision.

23. Munguia is informed and believes that his duties were taken over by a substantially younger individual (i.e. more than 10 years younger) and/or that a new and substantially younger individual was hired to replace him.

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24. Munguia is further informed and believes FCT was motivated to terminate him because it perceived him as "breaking down" due to his recent injury and his advanced age and that it wanted to purge him from the workforce because of his age and perceived disability (or perceived likelihood disabling conditions would develop in the near future).

25. Because Munguia and other non-exempt employees were not compensated for sick leave at the required regular rate of pay throughout their employment, they were necessarily not timely paid wages each pay period and there were necessarily outstanding wages due and owing at the time of separation. Those wages remain outstanding currently.

26. On February 23, 2024, Munguia sent a written request via certified mail to Defendants seeking copies of his payroll records and personnel file. No responsive records were provided until April 16, 2024.

27. On February 29, 2024, Munguia submitted a notification letter to the LWDA outlining the myriad labor code violations he experienced while working for Defendants. Munguia is informed and believes Defendants had approximately 50 other employees that were treated in a similarly illegal manner to the way FCT treated him during his employment.

28. The list of misconduct by Defendants set forth above is a partial list only, and by way of example.

PRIVATE ATTORNEYS GENERAL ACT ALLEGATIONS

29. The Labor Code Private Attorneys General Act of 2004 ("PAGA"), as set forth at Labor Code § 2698 *et seq.,* is and at all times relevant herein was applicable to Munguia's employment with Imperfect.

30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor 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 outlined in Labor Code § 2699.3.

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31. Munguia was employed by FCT and the alleged violations were committed against him in relation to his employment with FCT. Munguia is therefore an aggrieved employee as defined by Labor Code § 2699(c). Other employees, current and former, are also aggrieved employees in that one or more of the alleged violations were also committed against them in relation to their employment with FCT.

32. Pursuant to Labor Code § 2699(g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

33. Pursuant to Labor Code § 2699.3, an aggrieved employee may pursue a civil action arising under the PAGA after the following requirements have been met:

1. The aggrieved employee shall give written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
2. The LWDA shall provide notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within 60 days of the postmark date of the Employee's Notice. Upon receipt of the LWDA's Notice, or if the LWDA does not provide notice with 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.
3. For all alleged violations not enumerated in Labor Code § 2699.5, the employer is given thirty-three (33) days to cure and notify the aggrieved employee by certified mail that the violation has been cured. If the violation is not cured, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699

to recover civil penalties in addition to any other penalties to which the employee may be entitled.

34. On February 29, 2024, Plaintiff provided written notice by certified mail to Defendant, and by online filing to the LWDA, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the Notice is attached hereto as **Exhibit 1**.

35. As of the date of this complaint, which is more than sixty-five (65) days after the February 29, 2024 letter, the LWDA has not responded to Plaintiff's notification or otherwise indicated an intention to investigate his claims. Defendant has also not provided any notification or other indication that it has cured any of the violations alleged in the February 29, 2024 letter. Plaintiff has therefore satisfied the administrative prerequisites under Labor Code § 2699.3 to bring a civil action to recover civil penalties against Defendant for violations of California Labor Code.

36. On July 10, 2024, Munguia and FCT entered into a tolling agreement and specifically agreed to toll all statutes of limitations for the period of July 9, 2024 through and including August 12, 2024.

CLASS ACTION ALLEGATIONS

37. Plaintiff seeks to maintain this action as a class action as to the First through Third Causes of Action. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure 382. The putative classes which Plaintiff seeks to represent consist of the following:

a. All current and former non-exempt California drivers of FCT who worked at least one shift between August 26, 2020 and the date of trial (the "Minimum Wage Class");

b. All current and former non-exempt California employees of FCT who received pay for taking off-duty meal breaks during a workweek that he/she also redeemed paid sick leave on at least one occasion between August 26, 2020 and the date of trial (the "Sick Pay Regular Rate Class");

c. All current and former California employees of FCT who were issued one or more wage statements from August 26, 2023 through the date of trial (the "Wage Statement Class"); and

d. All Minimum Wage Class and/or Sick Pay Regular Rate Class Members whose employment with FCT ended at any time between August 26, 2021 and the date of trial (the "Waiting Time Penalty Class")

The Minimum Wage Class, Sick Pay Regular Rate Class, Wage Statement Class, and Waiting Time Penalty Class are collectively referred to as the Class.

38. The class of persons is so numerous that joinder of all members is impracticable, and the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is informed and believes, and based thereon alleges, that Defendants employ more than 50 employees who satisfy the class definition. Although the exact number and identity of class members is not presently known, they can be identified in Defendants' records through coordinated discovery pursuant to this class action.

39. This action may be maintained as a class because the questions of law and fact which are common to class members clearly predominate over any questions affecting only individual members and because a class action is superior to other available methods for adjudicating the controversy.

40. There are numerous common questions of law and fact arising out of Defendants' conduct. This class action focuses on Defendants': (a) systematic failure to include compensation for taking meal periods in the regular rate of pay; (b) systematic failure to comply with Labor Code section 226(a); and (c) systematic failure to timely pay all wages due and owing at separation of employment.

41. Furthermore, common questions of fact and law predominate over any questions affecting only individual members of the class. The predominating common or class-wide questions of law and fact include the following:

a. Whether time spent at the yard before being given work assignments is compensable;

b. Whether the compensation for taking compliant meal periods is includable in the "regular rate of pay";

c. Whether Defendants' policies included compensation for taking compliant meal periods when calculating the regular rate of pay;

d. Whether Defendants were required to consider certain items of remuneration when determining the regular rate of pay for sick pay;

e. Whether the wage statements Defendants furnished to their California employees comply with Labor Code section 226;

f. Whether any non-compliant wage statements caused Class Members injury;

g. Whether there were wages due and owing at separation;

h. Whether any failures to pay all wages at separation were knowing any intentional;

i. Whether the alleged violations constitute unfair business practices;

j. Whether the Class is entitled to injunctive relief; and

k. Whether the Class is entitled to unpaid wages, statutory penalties, damages, and/or restitutionary relief, and the amount of the same.

42. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Plaintiff's claims are typical of those of the Class because Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

43. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed class members.

44. Plaintiff will fairly and adequately protect the interests of all members of the Class, and has retained attorneys with extensive experience in litigation, including class and representative actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and adequately protect the interests of all members of the class because it is in his best interest to prosecute the claims alleged herein in order to obtain the full compensation due himself and the other class members.

45. A class action is superior to any other method available for fairly and efficiently adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)

litigating the claims of individual class members would be unnecessarily costly and burdensome and would deter individual claims, 3) litigating the claims of individual class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to bring individual claims, 5) class members would be discouraged from pursuing individual claims because the damages available to them are relatively small, and 6) public policy encourages the use of the class actions to enforce employment laws and protect individuals who, by virtue of their subordinate position, are particularly vulnerable.

46. Judicial economy will be served by maintenance of this lawsuit as a class action. To process numerous virtually identical individual cases will significantly increase the expense on the Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by this Court and doing so will provide multiple benefits to the litigating parties including, but not limited to, efficiency, economy, and uniform adjudication with consistent results.

47. Notice of a certified class action and any result or resolution of the litigation can be provided to class members by mail, email, publication, or such other methods of notice as deemed appropriate by the Court.

FIRST CAUSE OF ACTION
VIOLATION OF CALIFORNIA WAGE LAWS
(Failure to Pay at Least Minimum Wage for All Hours Worked – PAGA)
Against All Defendants

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

49. Labor Code § 1182.12 and the applicable IWC Order provide that as of January 1, 2008, a minimum wage of $8.00 per hour must be paid for all hours worked, that after July 1, 2014 a minimum wage of $9.00 per hour must be paid to each employee, on the established day for the pay period involved, for all hours worked in a payroll period, whether the remuneration is

measured by time, piece, commission, or otherwise, and that after January 1, 2022, a minimum wage of $15.00 per hour must be paid. The federal minimum wage is $7.50 at all relevant times herein.

50. Defendants were at all times material herein Munguia's employers. Throughout his employment Munguia was often not properly paid for all hours worked. Instead, Defendants did not begin compensating Munguia and other drivers until they were given specific route assignments/dispatch instructions even though they were required to report to the yard prior to 7:00 a.m. and be ready to work at that time. As such, there was time Munguia and other non-exempt employees were required to be at the yard prior to being informed of their daily route that went wholly uncompensated.

51. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

52. Munguia and the other Minimum Wage Class Members have been damaged as set forth above and request relief as hereafter provided.

<u>SECOND CAUSE OF ACTION</u>
VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.*
(Unfair Business Practices)
Against Defendants

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

54. The statutory violations alleged above, specifically including but not limited to the failures to pay minimum wage for all hours worked and the failure to pay redeemed sick leave at the "regular rate of pay", are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq*).

55. These violations resulted in actual injury to Plaintiff and the other members of the Minimum Wage Class and the Sick Pay Regular Rate Class in the form of wages that were improperly withheld and retained by Defendants.

56. Wherefore, Plaintiff and the other members of the Minimum Wage Class and the Sick Pay Regular Rate Class have been injured as set forth above and request relief as hereafter provided.

57. Plaintiff requests that the court order restitution by Defendants to Plaintiff and the other members of the Minimum Wage Class, the Sick Pay Regular Rate Class with interest thereon.

58. Plaintiff is informed and believes that Defendants are continuing to treat members of the Minimum Wage Class and the Sick Pay Regular Rate Class unlawfully and will continue to do so unless enjoined by this Court.

59. Wherefore, Plaintiff and the other members of the Minimum Wage Class and the Sick Pay Regular Rate Class have been damaged as set forth above and request relief as hereafter provided.

THIRD CAUSE OF ACTION
VIOLATION OF CALIFORNIA WAGE LAWS
(Failure to Furnish Accurate Wage Statements)
Against All Defendant

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

61. Pursuant to Labor Code § 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . ., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer . . ., (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer . . ., the rate of pay and the total hours worked for each temporary services assignment."

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

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

64. During the relevant time period, Defendants intentionally and willfully failed to provide accurate itemized wage statements to Munguia and the Wage Statement Class as outlined in the preceding sections.

65. As a direct and proximate result of the failure to provide accurate wage statements Munguia and the other Wage Statement Class Members were damaged in that they were unable to

determine the number of hours worked, net and gross wages earned and paid, or any of the other information required by 226(a), and could not ascertain whether they were being paid properly and/or the amount of wages they were being denied.

66. Wherefore, Munguia and the other members of the Wage Statement Class have been damaged as set forth above and request relief as hereafter provided.

<u>FOURTH CAUSE OF ACTION</u>
VIOLATION OF LABOR CODE SECTION 200 ET SEQ.
(Failure to Pay Wages Upon Cessation of Employment)
Against All Defendants

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

68. Labor Code section 201 requires an employer, when discharging an employee, to immediately pay the wages earned and unpaid at the time of discharge. Accrued but unused vacation time is considered wages that must be paid immediately upon termination. Labor Code section 202 mandates that employer's provide all wages within seventy-two (72) hours of an employee voluntarily leaving employment unless the employee provides more than seventy-two (72) hours' notice.

69. During the relevant time period, Defendants intentionally and willfully failed to pay Munguia and the other members of the Waiting Time Penalty Class all earned but unpaid wages at the time of separation.

70. Labor Code section 203(a) provides a statutory penalty of up to 30 days wages.

71. As a direct and proximate result of Defendants' misconduct, Munguia and the other members of the Waiting Time Penalty Class have lost wages and benefits and have been damaged as set forth above and request relief as hereafter provided.

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FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 2698 ET SEQ.
(Private Attorneys General Act)
Against all Defendants on behalf of the LWDA

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

73. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor 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 outlined in Labor Code section 2699.3.

74. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699(c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendant.

75. Pursuant to Labor Code section 2699(f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

76. Pursuant to California Labor Code section 2699(g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

77. As set forth above, Defendants violated the California Labor Code by, inter alia, failing to pay minimum wage, failing to properly calculate and pay redeemed sick leave, failing to timely pay

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wages, failing to timely pay wages on separation, failing to furnish accurate itemized wage statements, and failing to keep required records.

78. Wherefore, Plaintiff and the other aggrieved employees have been damaged as set forth above and request relief as hereafter provided.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY FURNISH PAYROLL RECORDS
(Cal. Lab. Code § 226)
Against All Defendants

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

80. California Labor Code section 226 mandates than an employer who receives a written or oral request from an employee or former employee to inspect records "shall" comply with the request within 21 days. Lab. Code § 226(b).

81. Whenever an employer fails to comply with section 226, the employee is entitled to recover a penalty of $750 from the employer. Lab. Code § 226(f). In the event an employee must bring an action to ensure compliance with the code, he/she is entitled to recover attorney's fees. Lab. Code § 226(h).

82. Munguia made a written request to Defendants for records under section 226 on February 23, 2024. No records were provided within 21 days of February 23, 2024; instead records were not provided until April 16, 2024. Defendants failed to timely comply with section 226.

83. Wherefore, Munguia prays for relief as set forth below.

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SEVENTH CAUSE OF ACTION
FAILURE TO TIMELY FURNISH PERSONNEL RECORDS
(Cal. Lab. Code § 1198.5)
Against All Defendants

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

85. California Labor Code section 1198.5, subdivision (b) mandates than an employer who receives a written or oral request from an employee or former employee to inspect records pursuant to that section "shall" comply with the request within 30 days. Lab. Code § 1198.5(b).

86. Whenever an employer fails to comply with section 1198.5, the employee is entitled to recover a penalty of $750 from the employer. Lab. Code § 1198.5(k). In the event an employee must bring an action to ensure compliance with the code, he/she is entitled to recover attorney's fees. Lab. Code § 1198.5(l).

87. Munguia made a written request to Defendants for records under section 1198.5 on February 23, 2024. Records were not provided within thirty (30) days of the written request; instead records were not provided until April 16, 2024. Defendants failed to timely comply with section 1198.5.

88. Wherefore, Munguia prays for relief as set forth below.

EIGHTH CAUSE OF ACTION
VIOLATION OF GOV. CODE § 12940(a)
(Age Discrimination)
Against Defendants

89. Munguia hereby realleges and incorporates by reference all allegations set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

90. FEHA prohibits an employer from discriminating against an individual based on age over 40. Gov. Code § 12940(a).

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91. Nevertheless, as set forth above, Defendants discriminated against Munguia because of his age, ultimately terminating his employment because of his age and in favor of substantially younger individuals.

92. As a result of Defendants' conduct, Munguia has suffered damages including denied wages and benefits, as well as attendant emotional distress.

93. The acts taken toward Munguia were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Munguia, thereby justifying an award to him of punitive damages.

94. Wherefore, Munguia seeks damages as set forth below.

NINTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(a)
(Disability Discrimination)
Against All Defendants

95. Munguia hereby realleges and incorporates by reference each and every allegation set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

96. The Fair Employment and Housing Act ("FEHA") explicitly prohibits an employer from refusing to hire or employ a person, discharging a person from employment, or discriminating against such person in compensation or in terms, conditions or privileges of employment on the basis of physical disability or medical condition. Gov. Code § 12940(a).

97. At all times herein mentioned, Munguia was qualified for his position with Defendants based upon his work experience and performance history.

98. Defendants were at all times material herein Munguia's employer pursuant to Gov. Code § 12926(d) and were therefore barred from discriminating against their employees based on disability and/or perceived disability.

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99. Nevertheless, as set forth above, Defendants discriminated against Munguia based on disability, perceived disability, and/or future perceived disability, in violation of Gov. Code § 12940(a).

100. The acts taken toward Munguia were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Munguia, thereby justifying an award to him of punitive damages.

101. As a direct and proximate result of Defendants' conduct, Munguia has been harmed and requests relief as hereafter provided.

TENTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(m)
(Failure to Accommodate)
Against All Defendants

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

103. The FEHA requires an employer to "make reasonable accommodation for the known physical or mental disability of an applicant or employee." Gov. Code § 12940(m).

104. Defendants at all times material herein were Munguia's employer pursuant to Gov. Code § 12926(d), knew of his disability, and were required to reasonably accommodate him pursuant to Gov. Code § 12940(m).

105. Nevertheless, as set forth above, Defendants failed to reasonably accommodate Munguia.

106. As a direct and proximate result of Defendants' conduct, Munguia has been harmed and requests relief as hereafter provided.

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ELEVENTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(n)
(Failure to Engage in the Interactive Process)
Against All Defendants

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

108. The FEHA requires an employer "to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or

109. Defendants at all times material herein were Munguia's employer pursuant to Gov. Code § 12926(d), had knowledge of his disability, and were required to engage in the interactive process pursuant to Gov. Code § 12940(n).

110. Nevertheless, as set forth above, Defendants failed to engage in a timely, good faith interactive process with Munguia.

111. As a direct and proximate result of Defendants' conduct, Munguia has been harmed and requests relief as hereafter provided.

TWELFTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(m)(2)
(Retaliation)
Against All Defendants

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

113. The FEHA expressly prohibits an employer from retaliating against an employee for requesting a reasonable accommodation.

114. Defendants at all times relevant herein were Munguia's employer pursuant to Government Code section 12926(d) and were therefore prohibited from such retaliatory conduct.

115. Munguia requested reasonable accommodation for his disability as outlined above. Rather than provide the requested accommodations and/or engage in the interactive process to which Munguia was entitled, Defendants retaliated against him for requesting reasonable accommodation.

116. The acts taken toward Munguia were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Munguia, thereby justifying an award to him of punitive damages.

117. As a direct and proximate result of Defendants' conduct, Munguia has been harmed and requests relief as hereafter provided.

THIRTEENTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(k)
(Failure to Prevent Discrimination, Harassment, and Retaliation)
Against All Defendants

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

119. The FEHA requires an employer to take all reasonable steps necessary to prevent discrimination from occurring. Gov. Code § 12940(k).

120. Defendants at all times relevant herein were Munguia's employer pursuant to Government Code section 12926(d) and were therefore required to prevent discrimination, harassment, and retaliation pursuant to Government Code section 12940(k).

121. Defendants knew or should have known of the discrimination and retaliation but did nothing to prevent it. Instead, as outlined in the preceding allegations Defendants encouraged, permitted and/or acquiesced to the discrimination and retaliation. Owners and supervisors, specifically including James Grunsky, Steve LNU, and Kenny LNU, personally participated in the discrimination and retaliation. Consequently, Defendants failed to take all reasonable steps to

prevent the discrimination and harassment from occurring in violation of Government Code section 12940(k).

122. As a direct and proximate result of Defendants' conduct, Munguia has been harmed and requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Munguia prays judgment against Defendants and each of them as follows:

As to the First through Fourth Causes of Action:

1. That this Court certify the Classes;
2. That this Court appoint Plaintiff as the representative of the Classes;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
4. That this Court award actual, compensatory, special, and general damages as well as restitutionary relief to Plaintiff and the members of the Class;
5. That this Court award injunctive relief, including that available under Labor Code §§ 226(h) and 248.5(e), and Business and Professions Code § 17203;
6. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code §§ 203, 226, 226.7, 512 and 1194.2;
7. That this Court award statutory attorneys' fees and costs, including those available under Labor Code §§ 218.5, 226(e)(1), 226(h), 248.5(e), and 1194, as well as Code of Civil Procedure § 1021.5;
8. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
9. That this Court award such other and further relief as the court deems just and proper.

As to the Fifth Cause of Action:

1. For civil penalties, including those available under Labor Code sections 210, 226.3, 558 and 2699(f);
2. For statutory attorneys' fees and costs, including those available under Labor Code section2699(g);

3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and

4. For such other and further relief as the court deems just and proper.

As to the Sixth and Seventh Causes of Action:

1. For injunctive relief requiring Defendants to comply with Labor Code sections 226(c) and 1198.5(b)(1). Cal. Labor Code §§ 226(h); 1198.5(l);

2. For imposition of the requisite statutory penalty against Defendants in the amount of $750 per failure to timely provide records to Munguia for a total penalty of $1,500.00;

3. For statutory attorneys' fees and costs, including those available under Labor Code §§ 226(h) and 1198.5(l);

4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, according to proof; and

5. For such other and further relief as the court deems just and proper.

As to the Eighth though Thirteenth Causes of Action:

1. For economic (special), non-economic (general), and punitive damages in an amount yet unknown, but in excess of the minimum jurisdictional limit of this Court;

2. For injunctive relief pursuant to Government Code section 19265(c);

3. For statutory attorneys' fees and costs, including those available under Government Code section 12965(b);

4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including that available under Civil Code sections 3287(a) and 3289(b);

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5. For such other and further relief as the Court deems just and proper.

DATED: August 27, 2024

MAYALL HURLEY P.C.

By ______________________

JENNY D. BAYSINGER
Attorneys for Plaintiff,
MANUEL MUNGUIA, individually, on behalf of all others similarly situated, and as a proxy for the LWDA

EXHIBIT 1

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]

MAYALL HURLEY
EMPLOYMENT LAWYERS

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
WWW.MAYALLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

April 29, 2024

<u>SUBMITTED VIA ONLINE CLAIM NOTICE</u>
https://dir.tfaforms.net/295

<u>VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED</u>

French Camp Transport
9504 Harlan Road
French Camp, CA 95231

Mr. Timothy J. Grunsky, Secretary
French Camp Transport
1310 Charter Way
Stockton, CA 95206

Mr. James W Grunsky, CEO
3756 Gleaneagles Drive
Stockton, CA 95219

Re: <u>Manuel Munguia – SSN: xxx-xx-5866; DOB 11-02-1957</u>

To whom it may concern:

This office has been retained by Manuel Munguia in connection with claims arising out of his former employment with French Camp Transport and/or its affiliates (all collectively "Employers"). At all times, Munguia worked as a local driver for Employers and was properly classified as an hourly, non-exempt employee. As such, he was entitled to minimum wage, overtime, and other employee protections under the California Labor Code. In accordance with California Labor Code section 2699.3, this letter shall serve as Munguia's written notice to the Labor and Workforce Development Agency ("LWDA") and Employers regarding numerous violations of the California Labor Code committed against Munguia and Employers' other current and/or former California workers, and the facts and circumstances relating thereto.

Employers have, within the last year and beyond, as to Munguia and other current and former employees within California, done the following:

1. <u>Properly Calculate and Pay Overtime Wages</u> – California Labor Code section 510 requires employers to compensate employees at a rate at least 1 ½ times the regular rate of pay for all hours worked beyond eight (8) in a workday and forty (40) in a workweek, and at least twice the regular rate of pay for all hours worked beyond

twelve (12) in a workday and beyond eight (8) on the seventh day of the workweek. The "regular rate of pay" includes all remuneration for employment paid to the employee and includes, but is not limited to, hourly earnings, salary, piece work earnings, commissions, non-discretionary bonuses, and the value of meals and lodging. See 29 U.S.C. § 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49. Throughout Munguia's employment, Employers had a written policy whereby they represented and agreed they would pay employees an additional thirty minutes of wages per workday if the employee recorded and took a 30-minute duty-free meal period. **Exhibit 1**. This additional pay does not fall into any of the categories of pay that may properly be excluded from the "regular rate of pay" and thus should have been considered and included when calculating the rate at which to compensate Munguia and other California non-exempt employees for overtime/doubletime worked. See 29 C.F.R. §§ 778.200, et seq.; 778.218, 778.223. Despite the fact such additional earnings were not excludable from the "regular rate of pay", Employers did not ever factor the "paid" meal breaks into the regular rate of Munguia of its other California non-exempt employees when determining the rate to pay for overtime and doubletime. Instead, Employers always paid Munguia and its other California non-exempt employees at rates of 1 ½ or 2 times their "base" hourly rate.

In addition to being paid for properly taking off-duty meal periods, Munguia also periodically received bonuses every year. These bonuses were relatively substantial, in excess of $1,000, and were promised to employees by management in order to incentivize productivity and continued employment. Therefore, these bonuses qualified as non-discretionary and should have also been included in the regular rate of pay.

2. <u>Provide Meal Periods & Associated Premiums</u> – An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. Similarly, an employer may not employ an employee for more than 10 hours per day without providing the employee with a second meal period. Due to his responsibilities, Munguia routinely was denied the opportunity for uninterrupted duty-free meal periods. On the occasions when Munguia was afforded a meal period, it was frequently not until after completion of his 5th hour of work and/or was interrupted by Employers (through its managers/supervisors) asking him to continue working. Although Munguia was routinely denied meal and rest periods, Employers never provided him an additional hour of pay as required by California Labor Code section 226.7. Munguia is informed and believes that Employers' other California non-exempt employees were similarly denied meal periods and associated premiums.

3. Timely Pay Wages – Labor Code section 204 mandates that all wages due and owing must be paid at least twice per month. Work performed between the 1st and 15th days of the month must be paid on or before the 26th day and work performed between the 16th and last day of the month must be paid on or before the 10th day of the following month. Cal. Labor Code § 204(a). Alternatively, an employer can comply with the timing requirements by paying all wages within seven (7) days of the close of the pay period. Employers failed to comply with either timing option here. Instead, throughout Munguia's employment, Employers pay periods spanned from the 30th of one month to the 14th of the next month and from the 15th to the 29th. See attached wage statements. Because Employers failed to properly compensate Munguia and their other non-exempt California employees for overtime and meal/rest periods, there were necessarily underpaid wages each and every pay period.

4. Furnish Accurate Itemized Wage Statements – Because of the failures to properly calculate and pay wages, the wage statements furnished by Employers violated Labor Code section 226 in myriad ways, including failing to identify gross wages earned (226(a)(1)), net wages earned (226(a)(5)), and the number of hours worked at each pay rate (226(a)(9)). In addition, because Employers paid meal breaks as "time worked", even when employees were not "on-duty", the total hours worked on each of Munguia's wage statements were also inaccurate (they lists at least an additional 30 minutes per workday that did not actually reflect time worked) in violation of Labor Code section 226(a)(2). Munguia is informed and believes the wage statements issued to Employers' other California non-exempt employees were similarly inaccurate.

5. Pay All Wages on Separation – Because Employers failed, and continue to fail, to properly pay employees for overtime wages and meal/rest periods premiums, there are necessarily wages that remained outstanding at the time Munguia (and other California employees) separate from employment with Employers that are not timely paid at the end of their employment.

Munguia is informed and believes that Timothy Grunsky and James Grunsky all qualify as persons who acted on behalf of Employers in connection with the allegations of Labor Code violations above and "caused" the myriad violations to occur (each is an officer of French Camp Transport). Munguia will seek to impose liability on each of the individuals, both for civil penalties and actual damages/statutory penalties, pursuant to Labor Code section 558.1. Munguia contends Employers (including the individuals) violated numerous Labor Code provisions, including sections 203, 204, 226, 226.7, 510, and 512. If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Munguia intends to file a civil complaint against Employers pursuant to the Labor Code Private Attorney General Act of 2004 (Labor Code §§ 2698 – 2699.5), on behalf of himself and, as a proxy for the LWDA, to impose civil penalties arising out of violations of the Labor Code as to Whisler and Employers' other current and former California employees. Thank you for your attention in this matter.

Please be advised that Munguia intends to pursue individual claims for damages and statutory penalties against Employers, regardless of whether the LWDA seeks to investigate for purposes of PAGA civil penalty exposure.

Sincerely,

MAYALL HURLEY P.C.

By____________________________
JENNY D. BAYSINGER

EXHIBIT 1

French Camp Transport

P.O. Box 208
French Camp, CA 95231

ONE TIME COMPANY WIDE WARNING

It has recently been brought to our attention that there are drivers taking advantage of on-duty time, by taking extended undocumented breaks and staying on-duty after shift for personal or non-business purposes.

As a company, we've made several changes and updates to ensure that all drivers have access to equipment in good working condition. Our goal is to treat every employee well and fairly, and to have a positive work envinronment for everyone.

Although the trucks have always had GPS systems and dash cameras were installed earlier this year, we have been lax in monitoring these systems as we do not want to have to constantly watch our drivers. However,the theft of company time is becoming more blatant with a few drivers, so now we will be monitoring everyone more closely.

This payroll insert is to serve as a ONE TIME and FINAL warning that these actions will no longer be tolerated.

- All drivers are to fully document all breaks and lunches on ELD daily by logging off-duty time
*This time will still be paid as long it does not exceed 15 minutes for breaks and 30 minuntes for lunch
- Any driver found to be taking advantage of company time will be subject to termination

EXHIBIT 2

11/30/2022

*Manuel Munguia. **2,060.97

*****Two thousand sixty and 97/100

*Manuel Munguia.
150 Horton Aveune
Stockton CA 95206

Pay Period: 11/15/2022 - 11/29/2022

***Manuel Munguia.**
150 Horton Aveune
Stockton
CA, 95206

SS#: REDACTED

FRENCH CAMP TRANSPORT, INC.
P.O. BOX 208
FRENCH CAMP
CA, 95231

PAY	Hours	Rate	Current	YTD
Regular Pay	80 00	21 50	1,720.00	32,610.13
Overtime Hourly Rate	31 00	32 25	999.75	22,308.96
DoubleOT	2.25	43 00	96.75	1,763.00
Sick Pay	-	21 50	0.00	516.00
Vacation Pay	-	21 50	0.00	2,064.00
Holiday Pay	8.00	21 50	172.00	860.00
Bonus	-	-	0.00	1,200.00

OTHER PAY	Current	YTD

TAXES	Current	YTD
Federal Income Tax	303.54	6,142.45
Social Security	185.29	3,801.97
Medicare	43 33	889.17
CA Income Tax	123.42	2,499.39
CA State Disability Ins	32 87	674.55

DEDUCTIONS	Current	YTD
401k	239.08	4,809.76

Pay Period
11/15/2022 - 11/29/2022

Pay Date
11/30/2022

MEMO

BENEFITS	Used	Available
Sick	0.00	24 00
Vacation	0.00	280.00

SUMMARY	Current	YTD
Total Pay	$2,988.50	$61,322 09
Taxes	$688.45	$14,007 53
Deductions	$239.08	$4,809.76

NET PAY: $2,060.97

***Manuel Munguia.**
150 Horton Aveune
Stockton
CA, 95206

SS#: REDACTED

FRENCH CAMP TRANSPORT, INC.
P.O. BOX 208
FRENCH CAMP
CA, 95231

PAY	Hours	Rate	Current	YTD
Regular Pay	80 00	21 50	1,720.00	32,610.13
Overtime Hourly Rate	31 00	32 25	999.75	22,308.96
DoubleOT	2.25	43 00	96.75	1,763.00
Sick Pay	-	21 50	0.00	516.00
Vacation Pay	-	21 50	0.00	2,064.00
Holiday Pay	8.00	21 50	172.00	860.00
Bonus	-	-	0.00	1,200.00

OTHER PAY	Current	YTD

TAXES	Current	YTD
Federal Income Tax	303.54	6,142.45
Social Security	185.29	3,801.97
Medicare	43 33	889.17
CA Income Tax	123.42	2,499.39
CA State Disability Ins	32 87	674.55

DEDUCTIONS	Current	YTD
401k	239.08	4,809.76

Pay Period
11/15/2022 - 11/29/2022

Pay Date
11/30/2022

MEMO

BENEFITS	Used	Available
Sick	0.00	24 00
Vacation	0.00	280.00

SUMMARY	Current	YTD
Total Pay	$2,988.50	$61,322 09
Taxes	$688.45	$14,007 53
Deductions	$239.08	$4,809.76

NET PAY: $2,060.97

11/21/2022

*Manuel Munguia. **1,095.00

*****One thousand ninety-five and 00/100

*Manuel Munguia.
150 Horton Aveune
Stockton CA 95206

Pay Period: 11/21/2022 - 11/21/2022

***Manuel Munguia.**
150 Horton Aveune
Stockton
CA, 95206

SS#: REDACTED

FRENCH CAMP TRANSPORT, INC.
P.O. BOX 208
FRENCH CAMP
CA, 95231

PAY	Hours	Rate	Current	YTD
Regular Pay	-	21 50	0.00	30,890.13
Overtime Hourly Rate	-	32 25	0.00	21,309.21
DoubleOT	-	43 00	0.00	1,666.25
Sick Pay	-	21 50	0.00	516.00
Vacation Pay	-	21 50	0.00	2,064.00
Holiday Pay	-	21 50	0.00	688.00
Bonus	-	-	1,200.00	1,200.00

TAXES	Current	YTD
Federal Income Tax	0.00	5,838.91
Social Security	74.40	3,616.68
Medicare	17.40	845.84
CA Income Tax	0.00	2,375.97
CA State Disability Ins	13 20	641.68

DEDUCTIONS	Current	YTD
401k	0.00	4,570.68

OTHER PAY	Current	YTD

Pay Period
11/21/2022 - 11/21/2022

Pay Date
11/21/2022

MEMO

BENEFITS	Used	Available
Sick	0.00	0.00
Vacation	0.00	160.00

SUMMARY	Current	YTD
Total Pay	$1,200.00	$58,333 59
Taxes	$105.00	$13,319 08
Deductions	$0 00	$4,570.68

NET PAY: $1,095.00

***Manuel Munguia.**
150 Horton Aveune
Stockton
CA, 95206

SS#: REDACTED

FRENCH CAMP TRANSPORT, INC.
P.O. BOX 208
FRENCH CAMP
CA, 95231

PAY	Hours	Rate	Current	YTD
Regular Pay	-	21 50	0.00	30,890.13
Overtime Hourly Rate	-	32 25	0.00	21,309.21
DoubleOT	-	43 00	0.00	1,666.25
Sick Pay	-	21 50	0.00	516.00
Vacation Pay	-	21 50	0.00	2,064.00
Holiday Pay	-	21 50	0.00	688.00
Bonus	-	-	1,200.00	1,200.00

TAXES	Current	YTD
Federal Income Tax	0.00	5,838.91
Social Security	74.40	3,616.68
Medicare	17.40	845.84
CA Income Tax	0.00	2,375.97
CA State Disability Ins	13 20	641.68

DEDUCTIONS	Current	YTD
401k	0.00	4,570.68

OTHER PAY	Current	YTD

Pay Period
11/21/2022 - 11/21/2022

Pay Date
11/21/2022

MEMO

BENEFITS	Used	Available
Sick	0.00	0.00
Vacation	0.00	160.00

SUMMARY	Current	YTD
Total Pay	$1,200.00	$58,333 59
Taxes	$105.00	$13,319 08
Deductions	$0 00	$4,570.68

NET PAY: $1,095.00