

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

Victoria B. Rivapalacio (State Bar #275115)

4 [victoria@bamlawca.com](mailto:victoria@bamlawca.com)

2255 Calle Clara

5 La Jolla, CA 92037

Telephone: (858)551-1223

6 Facsimile: (858) 551-1232

Website: [www.bamlawca.com](http://www.bamlawca.com)

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Clerk of Court

Superior Court of CA,

County of Santa Clara

26CV492735

Reviewed By: M. Johnson

7 *Attorneys for Plaintiff*

8 [Additional Counsel Listed on Signature Page]

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SANTA CLARA**

11 KEONDRE THOMAS, on behalf of the State  
12 of California, as a private attorney general,

13  
14 Plaintiff,

15 vs.

16 VERSUM MATERIALS US, LLC, a Limited  
17 Liability Company; and DOES 1 through 50,  
inclusive,

18  
19 Defendants.  
20  
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Case No. \_\_\_\_\_

**REPRESENTATIVE ACTION**  
**COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code  
§ 2699 for violations of Labor Code  
§§ 204, 210, 226(a), 226.7, 246, 510, 512,  
558(a)(1)(2), 1194, 1197, 1197.1, 1198,  
2802, California Code of Regulations,  
Title 8, Section 11040, Subdivision  
5(A)-(B), and the applicable Wage  
Order(s).

1 Plaintiff Keondre Thomas (“PLAINTIFF”), on behalf of the people of the State of  
2 California and as an “aggrieved employee” acting as a private attorney general under the  
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on  
4 information and belief, except for his own acts and knowledge which are based on personal  
5 knowledge, the following:

## 6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Versum Materials US, LLC  
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all  
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**  
10 **seek to recover anything other than penalties as permitted by California Labor Code §**  
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF  
12 does not seek underlying general and/or special damages for those violations, but simply the  
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action  
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for  
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that  
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this  
19 complaint should be construed as attempting to obtain any relief that would not be available in  
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding  
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.  
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

## 24 THE PARTIES

25 5. Versum Materials US, LLC (“DEFENDANT”) is a limited liability company that  
26 at all relevant times mentioned herein conducted and continues to conduct substantial business  
27 in California.  
28

1           6.       DEFENDANT is an American company that manufactures chemical-mechanical  
2 planarization slurries, ultra-thin dielectric and metal precursors of film, formulated cleans and  
3 etching products, and delivery equipment for the semiconductor industry.

4           7.       PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's  
5 employment with DEFENDANT started on August 14, 2023. PLAINTIFF has been at all times  
6 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled  
7 to the legally required meal and rest periods and payment of minimum and overtime wages due  
8 for all time worked.

9           8.       PLAINTIFF, and such persons that may be added from time to time who satisfy  
10 the requirements and exhaust the administrative procedures under the Private Attorney General  
11 Act, brings this Representative Action on behalf of the State of California with respect to all  
12 individuals who are or previously were employed by DEFENDANT in California, including any  
13 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees  
14 ("AGGRIEVED EMPLOYEES") during the time period of February 17, 2025 until a date as  
15 determined by the Court (the "PAGA PERIOD").

16           9.       PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or  
17 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
18 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's  
19 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),  
20 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,  
21 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,  
22 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the  
23 meaning of Labor Code § 2699.

24           10.      The true names and capacities, whether individual, corporate, subsidiary,  
25 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are  
26 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious  
27 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
28 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when

1 they are ascertained. PLAINTIFF is informed and believes, and based upon that information  
2 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through  
3 50, inclusive, are responsible in some manner for one or more of the events and happenings  
4 that proximately caused the injuries and damages hereinafter alleged.

5 11. The agents, servants and/or employees of the Defendants and each of them  
6 acting on behalf of the Defendants acted within the course and scope of his, her or its  
7 authority as the agent, servant and/or employee of the Defendants, and personally  
8 participated in the conduct alleged herein on behalf of the Defendants with respect to the  
9 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to  
10 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and  
11 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the  
12 conduct of the Defendants' agents, servants and/or employees.

### 13 14 THE CONDUCT

15 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
16 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time  
17 worked, meaning the time during which an employee is subject to the control of an  
18 employer, including all the time the employee is suffered or permitted to work.  
19 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without  
20 paying them for all the time they are under DEFENDANT's control. Among other things,  
21 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to  
22 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
23 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
24 break. DEFENDANT, as a matter of established company policy and procedure,  
25 administers a uniform practice of rounding the actual time worked and recorded by  
26 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,  
27 so that during the course of their employment, PLAINTIFF and the AGGRIEVED  
28 EMPLOYEES are paid less than they would have been paid had they been paid for actual

1 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED  
2 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal  
3 breaks by working without their time being correctly recorded and without compensation at  
4 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the  
5 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business  
6 records.

7 13. State law provides that employees must be paid overtime and meal and rest  
8 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the  
9 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is  
10 tied to specific elements of an employee’s performance.

11 14. The second component of PLAINTIFF’s and the AGGRIEVED  
12 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that  
13 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their  
14 performance for DEFENDANT. The non-discretionary incentive program provided all  
15 employees paid on an hourly basis with incentive compensation when the employees met the  
16 various performance goals set by DEFENDANT. However, when calculating the regular  
17 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and  
18 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive  
19 compensation as part of the employees’ “regular rate of pay” for purposes of calculating  
20 overtime pay and meal and rest break premium pay. Management and supervisors described  
21 the incentive program to potential and new employees as part of the compensation package.  
22 As a matter of law, the incentive compensation received by PLAINTIFF and the  
23 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to  
24 do so has resulted in a underpayment of overtime compensation and meal and rest break  
25 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

26 15. As a result of their rigorous work schedules, PLAINTIFF and the  
27 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off  
28 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

1 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as  
2 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving  
3 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
4 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in  
5 which these employees were required by DEFENDANT to work ten (10) hours of work.  
6 DEFENDANT also engaged in the practice of rounding the meal period times to avoid  
7 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the  
8 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation  
9 and in accordance with DEFENDANT's corporate policy and practice.

10 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED  
11 EMPLOYEES were also required from time to time to work in excess of four (4) hours  
12 without being provided ten (10) minute rest periods. Further, these employees were denied  
13 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)  
14 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
15 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
16 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)  
17 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were  
18 also not provided with one hour wages in lieu thereof. Additionally, the applicable  
19 California Wage Order requires employers to provide employees with off-duty rest periods,  
20 which the California Supreme Court defined as time during which an employee is relieved  
21 from all work related duties and free from employer control. In so doing, the Court held that  
22 the requirement under California law that employers authorize and permit all employees to  
23 take rest period means that employers must relieve employees of all duties and relinquish  
24 control over how employees spend their time which includes control over the locations  
25 where employees may take their rest period. Employers cannot impose controls that prohibit  
26 an employee from taking a brief walk - five minutes out, five minutes back. Here,  
27 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from  
28 unconstrained walks and is unlawful based on DEFENDANT's rule which states

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during  
2 their rest period.

3 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and  
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these  
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for  
7 all time worked, meaning the time during which an employee was subject to the control of  
8 an employer, including all the time the employee was permitted or suffered to permit this  
9 work. DEFENDANT required these employees to work off the clock without paying them  
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or  
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under  
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED  
13 EMPLOYEES forfeited time worked by working without their time being accurately  
14 recorded and without compensation at the applicable minimum wage and overtime wage  
15 rates. To the extent that the time worked off the clock does not qualify for overtime  
16 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-  
17 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to  
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226  
21 provides that every employer shall furnish each of his or her employees with an accurate  
22 itemized wage statement in writing showing, among other things, gross wages earned and all  
23 applicable hourly rates in effect during the pay period and the corresponding amount of time  
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on  
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates  
26 during the pay period and the total hours worked, and the applicable pay period in which the  
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements  
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the  
2 accurate total hours worked each pay period. When the hours shown on the wage statements  
3 were added up, they did not equal the actual total hours worked during the pay period in  
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this  
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that  
6 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from  
7 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage  
8 statements which violated Cal. Lab. Code § 226.

9 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be  
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
11 the wages are paid not more than seven (7) calendar days following the close of the payroll  
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided  
14 this article, every person who fails to pay the wages of each employee as provided in  
15 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial  
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For  
each subsequent violation, or any willful or intentional violation, two hundred dollars  
(\$200) for each failure to pay each employee, plus 25 percent of the amount  
unlawfully withheld.

17 20. DEFENDANT from time to time failed to pay PLAINTIFF and the  
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in  
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular  
20 wage payments.

21 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the  
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in  
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt  
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,  
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,  
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at  
27 their base rates of pay.

28 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt



1 employees be calculated by dividing the employee's total wages, not including overtime  
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90  
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay  
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely  
6 earned non-discretionary incentive wages which increased their regular rate of pay.  
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and  
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as  
9 required under Cal. Lab. Code Section 246.

10 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
11 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred  
12 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of  
13 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section  
14 2802, employers are required to indemnify employees for all expenses incurred in the course  
15 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer  
16 shall indemnify his or her employee for all necessary expenditures or losses incurred by the  
17 employee in direct consequence of the discharge of his or her duties, or of his or her  
18 obedience to the directions of the employer, even though unlawful, unless the employee, at  
19 the time of obeying the directions, believed them to be unlawful."

20 25. In the course of their employment PLAINTIFF and the AGGRIEVED  
21 EMPLOYEES as a business expense, were required by DEFENDANT to use their own  
22 personal cellular phones as a result of and in furtherance of their job duties as employees for  
23 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost  
24 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
25 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by  
26 DEFENDANT to use their personal cellular phones. As a result, in the course of their  
27 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES  
28 incurred unreimbursed business expenses which included, but were not limited to, costs

1 related to the use of their personal cellular phones all on behalf of and for the benefit of  
2 DEFENDANT.

3 **JURISDICTION AND VENUE**

4 26. This Court has jurisdiction over this Action pursuant to California Code of  
5 Civil Procedure, Section 410.10.

6 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
7 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
8 DEFENDANT (i) currently maintains and at all relevant times maintained offices and  
9 facilities in this County and/or conducts substantial business in this County, and (ii)  
10 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other  
11 AGGRIEVED EMPLOYEES.

12  
13 **FIRST CAUSE OF ACTION**

14 **For Violation of the Private Attorneys General Act**

15 **[Cal. Lab. Code §§ 2698]**

16 **(By PLAINTIFF and Against All Defendants)**

17 28. PLAINTIFF realleges and incorporates by this reference, as though fully set  
18 forth herein, the prior paragraphs of this Complaint.

19 29. PAGA is a mechanism by which the State of California itself can enforce state  
20 labor laws through the employee suing under the PAGA who do so as the proxy or agent of  
21 the state's labor law enforcement agencies. An action to recover civil penalties under  
22 PAGA is fundamentally a law enforcement action designed to protect the public and not to  
23 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,  
24 but to create a means of "deputizing" citizens as private attorneys general to enforce the  
25 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the  
26 public interest to allow aggrieved employees, acting as private attorneys general to recover  
27 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA  
28 claims cannot be subject to arbitration.

1           30. PLAINTIFF, and such persons that may be added from time to time who  
2 satisfy the requirements and exhaust the administrative procedures under the Private  
3 Attorney General Act, brings this Representative Action on behalf of the State of California  
4 with respect to all individuals who are or previously were employed by DEFENDANT in  
5 California, including any employees staffed with DEFENDANT by a third party, and  
6 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time  
7 period of February 17, 2025 until a date as determined by the Court (the "PAGA PERIOD").

8           31. On February 17, 2026, PLAINTIFF gave written notice by electronic mail to  
9 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
10 employer of the specific provisions of this code alleged to have been violated as required by  
11 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference  
12 herein. The statutory waiting period for PLAINTIFF to add these allegations to the  
13 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now  
14 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy  
15 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

16           32. The policies, acts and practices heretofore described were and are an unlawful  
17 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
18 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
19 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
20 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees  
21 for required expenses, all in violation of the applicable Labor Code sections listed in Labor  
22 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,  
23 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the  
24 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such  
25 conduct.<sup>1</sup> PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the  
26 Labor Code Private Attorney General Act of 2004 as the representative of the State of

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27           <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California Labor  
28 Code §558(a)(3).

1 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
4 severally, as follows:

5 1. On behalf of the State of California and with respect to other AGGRIEVED  
6 EMPLOYEES:

7 A) Recovery of civil penalties as prescribed by the Labor Code Private  
8 Attorneys General Act of 2004; and,

9 B) An award of attorneys' fees and cost of suit, as allowable under the  
10 law, including, but not limited to, pursuant to Labor Code §2699.

11 Dated: April 27, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
12

13 By: /s/ Norman Blumenthal  
14 Norman B. Blumenthal  
15 Kyle R. Nordrehaug  
16 Nicholas J. De Blouw

17 **LAWYERS FOR EMPLOYEE AND**  
18 **CONSUMER RIGHTS APC**  
19 Robert E. Byrnes (State Bar No. 200761)  
20 3500 West Olive Avenue, Third Floor  
21 Burbank, CA 91505

22 *Attorneys for Plaintiff*  
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# EXHIBIT 1

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

**San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago**

**Phone: (858) 551-1223**

**Fax: (858) 551-1232**

**WRITERS E-MAIL:  
[rico@bamlawca.com](mailto:rico@bamlawca.com)**

**WRITERS EXT:  
1009**

February 17, 2026  
CA3826

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Versum Materials US, LLC  
Certified Mail #9589071052700057730315  
CSC-Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Keondre Thomas (“Plaintiff”) and all other Aggrieved Employees of Versum Materials US, LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees during the time period of February 17, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since August of 2023. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully fails to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed and/or non-compliant meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Plaintiff is employed by Defendant as an Operation Technician and works in Sunnyvale, California, at the campus of Applied Materials which is one of Defendant's clients. Applied Material's campus is made up of 9 buildings and/or facilities scattered throughout the Sunnyvale area. Plaintiff normally works at each of those buildings in a given day in order to supervise and/or assist the nine people who work under him. Plaintiff's job responsibilities include gas distribution, bulk delivery systems and chemical change outs. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Plaintiff is regularly unable to take compliant meal breaks and rest breaks which are often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal breaks have been taken late (after the 5<sup>th</sup> hour of his shift) on a regular basis due to short staffing and high work volume. Plaintiff's meal breaks are also regularly interrupted by work-related issues. For example, in the past he's been asked by Defendant to take his meal breaks in the office and not leave in order to be available to answer questions from team members or representatives of Defendant's client, Applied Materials. Applied Materials representatives, for example, have asked Plaintiff during meal breaks to complete gas service requests. Moreover, team members have asked Plaintiff to trouble shoot items they were dealing with, such as changing out a cylinder or problems with the gas cabinets. It should be noted that Plaintiff regularly works a 12 hour shift and always misses his 2<sup>nd</sup> meal break. As to rest breaks, due to the same general reasons such as high work volume and short-staffing, they are also late, interrupted or missed entirely. Plaintiff's wage statements, however, show that Defendant has not accurately recorded and provided Plaintiff with all the meal and rest break premium payments he's entitled to for the numerous meal and rest break violations he has suffered during the PAGA Period. For example, even though Plaintiff was paid approximately 98 meal break premiums in 2025, that doesn't account for all the violations that occurred. For example, Plaintiff and other Aggrieved Employees have been asked by their Operations Manager, Antonio Gomez, to clock out for meal breaks by the 5<sup>th</sup> hour, even if they are unable to take their meal until a later time in the shift, in order to avoid recorded meal break violations. Also, Plaintiff's wage statements show that no premiums were paid for rest period violations which is virtually impossible given the number of meal break violations that occurred. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated November 28, 2025.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and during meal breaks, Plaintiff would troubleshoot problems brought to him by team members and deal

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

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Phone: (858) 551-1223

Fax: (858) 551-1232

with job requests from representatives of Applied Materials. In addition, Plaintiff often deals with post-shift communications from his Operations Manager asking him various work-related questions, such as asking Plaintiff to elaborate on the status of gas cabinets, asking about what troubleshooting occurred during his shift, where a piece of equipment such as a cylinder could be located or why a gas service request was not completed. All these types of communications have been received by Plaintiff while off the clock via text message or call (on his personal cell phone as set forth below) with the expectation that Plaintiff respond promptly. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after his shift ended, as set forth above.

Defendant also paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime, meal break violation pay, and sick pay and as a result violated Labor Code Sections 226.7, 246, 510 and 512. For example, during the PAGA Period Defendant paid Plaintiff a non-discretionary bonus ("**CORP BONUS**") in the amount of \$3,105.42 during a pay period in which Plaintiff also worked overtime and was paid a meal period violation and received sick pay. Defendant, however, failed to include these wages into Plaintiff's regular rate, and as a result Plaintiff was not paid proper wages during the PAGA Period. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statements for the pay period between March 3, 2025 to March 16, 2025 showing the bonus payment and the aforementioned violations.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff received a company cell phone. However, Plaintiff nonetheless receives work-related calls on his personal cell phone for which he is not reimbursed reasonable expenses by Defendant. Specifically, after his shift has ended, Plaintiff's manager



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Fax: (858) 551-1232

contacts him while off the clock regarding work-related issues as set forth above, but does so on his personal cell phone instead of his work issued phone. Also, as set forth above, Plaintiff is the team leader with nine individuals beneath him, and each of those individuals works at one of the nine buildings on the campus of Applied Materials. Some of the buildings are separated by several miles and Plaintiff visits each of those buildings on a daily basis and does so using his personal vehicle, without getting reimbursed for gas or mileage.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

*/s/ Ricardo Ehmann*

Ricardo R. Ehmann, Esq.

# **EXHIBIT #1**



Versum Materials US LLC  
400 Summit Dr  
Burlington, MA 01803

Pay Statement

Period Start Date 11/16/2023  
Period End Date 11/23/2023  
Pay Date 11/28/2023  
Document 229513658  
Net Pay \$2,930.79

Pay Details

KEONDRE THOMAS  
Employee Number [REDACTED]  
SSN XXXXX-XX-XXXX  
Job ENCHCWC3  
Pay Rate \$36.8100  
Pay Frequency Biweekly

Pay Group Versum  
Location Santa Clara  
Shift Or Hourly H=Hourly  
Role CS=Core Ops Grv Support3  
Cost Center 9799-UB10001610  
ESD Code U610 - U610

Earnings

| Pay Type           | Hours     | Pay Rate  | Current  | YTD         |
|--------------------|-----------|-----------|----------|-------------|
| CA MEAL PENALTY    | 1.000000  | \$36.8100 | \$36.81  |             |
| CA MEAL PENALTY    | 2.000000  | \$36.8100 | \$73.62  |             |
| CA MEAL PENALTY    | 1.000000  | \$36.8100 | \$36.81  |             |
| CA MEAL PENALTY    | 2.000000  | \$36.8100 | \$73.62  |             |
| CA MEAL PENALTY    | 1.000000  | \$36.8100 | \$36.81  | \$3,606.30  |
| California Sick    | 0.000000  | \$0.0000  | \$0.00   | \$1,794.83  |
| CORP BONUS         | 0.000000  | \$0.0000  | \$0.00   | \$3,105.42  |
| DOUBLETIME         | 0.166667  | \$36.8100 | \$6.75   |             |
| DOUBLETIME         | 0.850000  | \$36.8100 | \$34.42  |             |
| DOUBLETIME         | 2.933333  | \$36.8100 | \$118.78 |             |
| DOUBLETIME         | 0.050000  | \$36.8100 | \$2.02   |             |
| DOUBLETIME         | 0.050000  | \$36.8100 | \$2.02   | \$2,550.79  |
| DT Premium         | 0.166667  | \$36.8100 | \$6.75   |             |
| DT Premium         | 0.850000  | \$36.8100 | \$34.42  |             |
| DT Premium         | 2.933333  | \$36.8100 | \$118.78 |             |
| DT Premium         | 0.050000  | \$36.8100 | \$2.02   |             |
| DT Premium         | 0.050000  | \$36.8100 | \$2.02   | \$2,550.79  |
| FLEXIBLE HOLIDAY   | 0.000000  | \$0.0000  | \$0.00   | \$993.87    |
| GROUP TERM LIFE    |           |           | \$5.17   | \$76.08     |
| HOLIDAY PAY        | 0.000000  | \$0.0000  | \$0.00   | \$2,221.39  |
| LTD INSURANCE      |           |           | \$6.40   | \$153.50    |
| OT Premium         | 4.000000  | \$20.4076 | \$81.63  |             |
| OT Premium         | 4.000000  | \$20.4076 | \$81.63  |             |
| OT Premium         | 3.833333  | \$20.3189 | \$77.89  |             |
| OT Premium         | 4.000000  | \$20.3189 | \$81.28  |             |
| OT Premium         | 4.000000  | \$20.3189 | \$81.28  |             |
| OT Premium         | 4.000000  | \$20.3189 | \$81.28  | \$11,304.23 |
| OVERTIME           | 4.000000  | \$36.8100 | \$161.96 |             |
| OVERTIME           | 4.000000  | \$36.8100 | \$161.96 |             |
| OVERTIME           | 3.833333  | \$36.8100 | \$155.21 |             |
| OVERTIME           | 4.000000  | \$36.8100 | \$161.96 |             |
| OVERTIME           | 4.000000  | \$36.8100 | \$161.96 |             |
| OVERTIME           | 4.000000  | \$36.8100 | \$161.96 | \$22,471.41 |
| Regular Pay        | 7.433333  | \$36.8100 | \$300.98 |             |
| Regular Pay        | 8.000000  | \$36.8100 | \$323.93 |             |
| Regular Pay        | 8.000000  | \$36.8100 | \$323.93 |             |
| Regular Pay        | 8.000000  | \$36.8100 | \$323.93 |             |
| Regular Pay        | 8.000000  | \$36.8100 | \$323.93 |             |
| Regular Pay        | 8.000000  | \$36.8100 | \$323.93 |             |
| Regular Pay        | 8.000000  | \$36.8100 | \$323.93 | \$48,079.00 |
| Vacation           | 4.000000  | \$36.8100 | \$161.96 | \$3,042.72  |
| Total Hours Worked | 83.316666 |           |          |             |
| Total Hours        | 84.316666 |           |          |             |

Deductions

| Deduction       | Pre-Tax | Employee Current | Employee YTD | Employer Current | Employer YTD |
|-----------------|---------|------------------|--------------|------------------|--------------|
| 401K            | Yes     | \$133.27         | \$3,334.59   | \$0.00           | \$0.00       |
| 401K Loan 1     | No      | \$0.00           | \$1,603.20   | \$0.00           | \$0.00       |
| 401K Loan 2     | No      | \$82.95          | \$1,327.20   | \$0.00           | \$0.00       |
| GROUP TERM LIFE | No      | \$3.17           | \$76.08      | \$0.00           | \$0.00       |
| LTD INSURANCE   | No      | \$6.40           | \$153.50     | \$0.00           | \$0.00       |
| 401k Match      | Yes     | \$0.00           | \$0.00       | \$133.27         | \$3,298.79   |

Taxes

| Tax                          | Current  | YTD         |
|------------------------------|----------|-------------|
| Federal Income Tax           | \$627.92 | \$12,163.27 |
| Employee Medicare            | \$64.55  | \$1,480.80  |
| Social Security Employee Tax | \$276.01 | \$6,331.71  |
| CA State Income Tax          | \$273.70 | \$6,072.24  |
| CA Disability Employee       | \$53.38  | \$1,224.58  |

Paid Time Off

| Plan          | Current | Balance |
|---------------|---------|---------|
| CA SPL        | 0.0000  | 0.0000  |
| Community Svc | 0.0000  | 16.0000 |
| Flexible Holi | 0.0000  | 9.0000  |
| Sick          | 0.0000  | 1.0000  |
| Vacation      | 5.6667  | 49.3333 |

Net Pay Distribution

| Account Number | Account Type | Amount     |
|----------------|--------------|------------|
| [REDACTED]     | Checking     | \$2,794.25 |
| [REDACTED]     | Savings      | \$146.54   |
| Total          |              | \$2,930.79 |

Pay Summary

|         | Gross        | FTT Taxable Wages | Taxes       | Deductions | Net Pay     |
|---------|--------------|-------------------|-------------|------------|-------------|
| Current | \$4,451.74   | \$4,318.47        | \$1,296.16  | \$225.79   | \$2,930.79  |
| YTD     | \$102,124.88 | \$96,789.74       | \$27,272.60 | \$6,494.67 | \$66,567.06 |

## **EXHIBIT #2**



Versum Materials US LLC  
400 Summit Dr.  
Burlington, MA 01803

| Pay Statement     |            |
|-------------------|------------|
| Period Start Date | 03/14/2025 |
| Period End Date   | 03/14/2025 |
| Pay Date          | 03/14/2025 |
| Document          | 180869454  |
| Net Pay           | \$1,829.72 |

Pay Details

KEONDRE THOMAS

Employee Number  
SSN  
Job  
Pay Rate  
Pay Frequency

Pay Group  
Location  
Sal Or Hourl  
Role  
Cost Center  
ERP Code

Earnings

| Pay Type        | Hours    | Pay Rate | Current    | YTD        |
|-----------------|----------|----------|------------|------------|
| CA MEAL PENALTY | 0.000000 | \$0.0000 | \$0.00     | \$781.00   |
| CORP BONUS      |          |          | \$3,105.42 | \$3,105.42 |
| DOUBLETIME      | 0.000000 | \$0.0000 | \$0.00     | \$339.10   |
| DT Premium      | 0.000000 | \$0.0000 | \$0.00     | \$339.10   |
| GROUP TERM LIFE | 0.000000 | \$0.0000 | \$0.00     | \$15.85    |
| HOLIDAY PAY     | 0.000000 | \$0.0000 | \$0.00     | \$1,249.60 |
| LTD INSURANCE   | 0.000000 | \$0.0000 | \$0.00     | \$32.00    |
| OT Premium      | 0.000000 | \$0.0000 | \$0.00     | \$2,421.28 |
| OVERTIME        | 0.000000 | \$0.0000 | \$0.00     | \$4,868.23 |
| Regular Pay     | 0.000000 | \$0.0000 | \$0.00     | \$9,363.53 |
| Vacation        | 0.000000 | \$0.0000 | \$0.00     | \$937.20   |

Total Hours Worked 0.000000      Total Hours 0.000000

Deductions

| Deduction       | Pre-Tax | Employee Current | Employee YTD | Employer Current | Employer YTD |
|-----------------|---------|------------------|--------------|------------------|--------------|
| 401K            | Yes     | \$0.00           | \$1,217.94   | \$0.00           | \$0.00       |
| 401K Loan 1     | No      | \$0.00           | \$400.80     | \$0.00           | \$0.00       |
| GROUP TERM LIFE | No      | \$0.00           | \$15.85      | \$0.00           | \$0.00       |
| LTD INSURANCE   | No      | \$0.00           | \$32.00      | \$0.00           | \$0.00       |
| 401k Match      | Yes     | \$0.00           | \$0.00       | \$0.00           | \$1,217.94   |

Taxes

| Tax                          | Current  | YTD        |
|------------------------------|----------|------------|
| Federal Income Tax           | \$683.19 | \$1,448.80 |
| Employee Medicare            | \$45.03  | \$340.06   |
| Social Security Employee Tax | \$192.53 | \$1,454.04 |
| CA State Income Tax          | \$317.68 | \$1,434.17 |
| CA Disability Employee       | \$37.27  | \$281.24   |

Paid Time Off

| Plan          | Current | Balance |
|---------------|---------|---------|
| CA SPL        | 0.0000  | 0.0000  |
| Community Svc | 0.0000  | 16.0000 |
| Flexible Hol  | 0.0000  | 20.0000 |
| Sick          | 0.0000  | 48.0000 |
| Vacation      | 5.0000  | 4.0000  |

Net Pay Distribution

| Account Number | Account Type | Amount     |
|----------------|--------------|------------|
|                | Checking     | \$1,738.23 |
|                | Savings      | \$91.49    |
| Total          |              | \$1,829.72 |

Pay Summary

|         | Gross       | FIT Taxable Wages | Taxes      | Deductions | Net Pay     |
|---------|-------------|-------------------|------------|------------|-------------|
| Current | \$3,105.42  | \$3,105.42        | \$1,275.70 | \$0.00     | \$1,829.72  |
| YTD     | \$23,452.31 | \$22,234.37       | \$4,958.31 | \$1,666.59 | \$16,827.41 |



Versum Materials US LLC  
400 Summit Dr.  
Burlington, MA 01803

|                   |            |
|-------------------|------------|
| Pay Statement     |            |
| Period Start Date | 03/03/2025 |
| Period End Date   | 03/16/2025 |
| Pay Date          | 03/21/2025 |
| Document          | 163384795  |
| Net Pay           | \$2,871.94 |

Pay Details

|                                       |                 |             |             |                          |
|---------------------------------------|-----------------|-------------|-------------|--------------------------|
| <div>KEONORE THOMAS</div> <div></div> | Employee Number | ██████████  | Pay Group   | Versum                   |
|                                       | SSN             | XXX-XX-XXXX | Location    | Santa Clara              |
|                                       | Job             | SCLOWC3     | Schedule    | H=Hourly                 |
|                                       | Pay Rate        | \$35.5000   | Role        | C3 - Core Ops Srv Supp13 |
|                                       | Pay Frequency   | Biweekly    | Cost Center | 9799-US10001610          |
|                                       |                 |             | ERP Code    | US10=US10                |

Earnings

| Pay Type                    | Period Start | Period End | Hours                  | Pay Rate  | Current  | YTD         |
|-----------------------------|--------------|------------|------------------------|-----------|----------|-------------|
| CA MEAL PENALTY             | 03/02/2025   | 03/02/2025 | 1.000000               | \$35.5000 | \$35.50  |             |
| CA MEAL PENALTY             |              |            | 1.000000               | \$35.5000 | \$35.50  |             |
| CA MEAL PENALTY             |              |            | 1.000000               | \$35.5000 | \$35.50  |             |
| CA MEAL PENALTY             |              |            | 1.000000               | \$35.5000 | \$35.50  | \$923.00    |
| California Sick             |              |            | 4.000000               | \$35.5000 | \$142.00 | \$142.00    |
| CORP BONUS                  |              |            | 0.000000               | \$0.0000  | \$0.00   | \$3,105.42  |
| DOUBLETIME                  |              |            | 0.083333               | \$35.5000 | \$3.26   |             |
| DOUBLETIME                  |              |            | 0.016667               | \$35.5000 | \$0.65   |             |
| DOUBLETIME                  |              |            | 0.050000               | \$35.5000 | \$1.96   | \$344.97    |
| OT Premium                  |              |            | 0.083333               | \$35.5000 | \$3.26   |             |
| OT Premium                  |              |            | 0.016667               | \$35.5000 | \$0.65   |             |
| OT Premium                  |              |            | 0.050000               | \$35.5000 | \$1.96   | \$344.97    |
| GROUP TERM LIFE             |              |            |                        |           | \$3.17   | \$19.02     |
| HOLIDAY PAY                 |              |            | 0.000000               | \$0.0000  | \$0.00   | \$1,249.60  |
| LTD INSURANCE               |              |            |                        |           | \$6.40   | \$38.40     |
| OT Premium                  | 03/02/2025   | 03/02/2025 | 4.000000               | \$19.4196 | \$77.68  |             |
| OT Premium                  |              |            | 4.000000               | \$19.4942 | \$77.98  |             |
| OT Premium                  |              |            | 4.000000               | \$19.4942 | \$77.98  |             |
| OT Premium                  |              |            | 3.000000               | \$19.4942 | \$58.48  |             |
| OT Premium                  |              |            | 4.000000               | \$19.4942 | \$77.98  |             |
| OT Premium                  |              |            | 4.000000               | \$19.4196 | \$77.68  |             |
| OT Premium                  |              |            | 4.000000               | \$19.4196 | \$77.68  |             |
| OT Premium                  |              |            | 3.616667               | \$19.4196 | \$70.23  | \$3,016.97  |
| OVERTIME                    | 03/02/2025   | 03/02/2025 | 4.000000               | \$35.5000 | \$156.20 |             |
| OVERTIME                    |              |            | 4.000000               | \$35.5000 | \$156.50 |             |
| OVERTIME                    |              |            | 4.000000               | \$35.5000 | \$156.20 |             |
| OVERTIME                    |              |            | 3.000000               | \$35.5000 | \$117.15 |             |
| OVERTIME                    |              |            | 4.000000               | \$35.5000 | \$156.20 |             |
| OVERTIME                    |              |            | 4.000000               | \$35.5000 | \$156.20 |             |
| OVERTIME                    |              |            | 4.000000               | \$35.5000 | \$156.20 |             |
| OVERTIME                    |              |            | 3.616667               | \$35.5000 | \$141.23 | \$6,063.81  |
| Regular Pay                 | 03/02/2025   | 03/02/2025 | 5.650000               | \$35.5000 | \$220.94 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 |             |
| Regular Pay                 |              |            | 8.000000               | \$35.5000 | \$312.40 | \$11,770.97 |
| Vacation                    |              |            | 0.000000               | \$0.0000  | \$0.00   | \$937.20    |
| Total Hours Worked 0.000000 |              |            | Total Hours 100.416667 |           |          |             |

Deductions

| Deduction       | Pre-Tax | Employee Current | Employee YTD | Employer Current | Employer YTD |
|-----------------|---------|------------------|--------------|------------------|--------------|
| 401K            | Yes     | \$269.67         | \$1,487.61   | \$0.00           | \$0.00       |
| 401K Loan 1     | No      | \$80.16          | \$480.96     | \$0.00           | \$0.00       |
| GROUP TERM LIFE | No      | \$3.17           | \$19.02      | \$0.00           | \$0.00       |
| LTD INSURANCE   | No      | \$6.40           | \$38.40      | \$0.00           | \$0.00       |
| 401k Match      | Yes     | \$0.00           | \$0.00       | \$269.67         | \$1,487.61   |

Taxes

| Tax                          | Current  | YTD        |
|------------------------------|----------|------------|
| Federal Income Tax           | \$609.02 | \$2,057.82 |
| Employee Medicare            | \$46.31  | \$466.37   |
| Social Security Employee Tax | \$279.25 | \$1,733.29 |
| CA State Income Tax          | \$265.09 | \$1,699.26 |
| CA Disability Employee       | \$54.01  | \$335.25   |

Paid Time Off

| PType         | Current | Balance |
|---------------|---------|---------|
| CA SPL        | 0.0000  | 0.0000  |
| Community Svc | 0.0000  | 16.0000 |
| Flexible Hrs  | 0.0000  | 20.0000 |
| Sick          | 0.0000  | 44.0000 |
| Vacation      | 5.0000  | 9.0000  |

Net Pay Distribution

| Account Number | Account Type | Amount     |
|----------------|--------------|------------|
| ██████████     | Checking     | \$2,728.34 |
| ██████████     | Savings      | \$143.60   |
| Total          |              | \$2,871.94 |

Pay Summary

|         | Gross       | FRT Taxable Wages | Taxes      | Deductions | Net Pay     |
|---------|-------------|-------------------|------------|------------|-------------|
| Current | \$4,504.02  | \$4,234.35        | \$1,272.48 | \$359.40   | \$2,871.94  |
| YTD     | \$27,956.39 | \$26,458.72       | \$6,230.99 | \$2,025.99 | \$19,699.35 |