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**FILED**  
 LOS ANGELES SUPERIOR COURT  
 SEP 26 2013  
 JOHN A. CLARKE, CLERK  
 BY *[Signature]* DEPUTY

6 Attorneys for Plaintiff,  
 7 BIANCA CAMBEIRO

*Dkt Terry Green*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA - LOS ANGELES  
 9 CENTRAL DIVISION- STANLEY MOSK COURTHOUSE

10 BIANCA CAMBEIRO )  
 11 )  
 12 Plaintiff, )  
 13 vs. )  
 14 ALANIS MORISSETTE, MARIO TREADWAY; )  
 PAYROLL ASSOCIATES, LLC; and DOES 1 to )  
 15 10 )  
 16 Defendants. )

Case No. **BC522620**  
**COMPLAINT FOR DAMAGES FOR  
 FAILURE TO PAY OVERTIME  
 AND PROVIDE REST BREAKS  
 AND RELATED CLAIMS**  
 Unlimited Jurisdiction  
 Jury Trial Demanded  
 Judge: To be assigned  
 Dept: To be assigned  
 Complaint Filed: September \_\_, 2013  
 Trial Date: None Set

09/26/2013

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CIT/CORSE: BC522620  
 LER/DEFB:  
 RECEIPT #: CCH03057060  
 DATE PAID: 09/26/13 02:44 PM  
 PAYMENT: \$435.00 310  
 RECEIVED:  
 CHECK: \$435.00  
 CASH: \$0.00  
 CHARGE: \$0.00  
 CRD: \$0.00

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INSURANCE DIVISION

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BY AUTHORIZED PERSONNEL  
FOR THE PURPOSE OF  
INSURANCE

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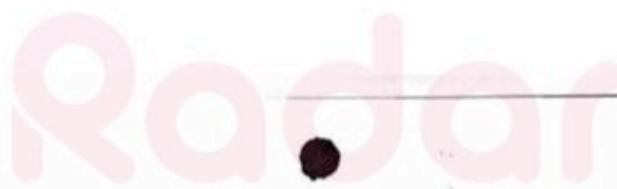
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1 COMES NOW Plaintiff BIANCA CAMBEIRO ("Plaintiff") and for her causes of action against  
 2 Defendants ALANIS MORISSETTE ("Individual Defendant 1"); MARIO TREADWAY  
 3 ("Individual Defendant 2"); PAYROLL ASSOCIATES, LLC; and DOES 1 to 10 (collectively,  
 4 "Employers") alleges as follows:

**I.**

**SUBJECT MATTER JURISDICTION**

5 1. This action is brought pursuant to the California Labor Code § 98.6; Labor  
 6 Code § 226.7; Labor Code § 510; Labor Code § 512; Labor Code § 1194; and Civ. Code § 3294..

7 2. Plaintiff has exhausted Plaintiff's administrative remedies with respect to the  
 8 named defendant(s). True and correct copies of Plaintiff's administrative complaint(s) to, and the  
 9 California Labor Commissioner are attached hereto as Exhibit "1" and incorporated by this  
 10 reference in this complaint as though set forth in full.

11 3. This Court has subject matter jurisdiction over the causes of action alleged in  
 12 this complaint.

**II.**

**PERSONAL JURISDICTION AND VENUE**

13 4. At all relevant times Plaintiff BIANCA CAMBEIRO is and was an individual  
 14 residing in the County of Los Angeles, State of California.

15 5. On information and belief, at all relevant times Defendant ALANIS  
 16 MORISSETTE was and is an individual residing in the County of Los Angeles.

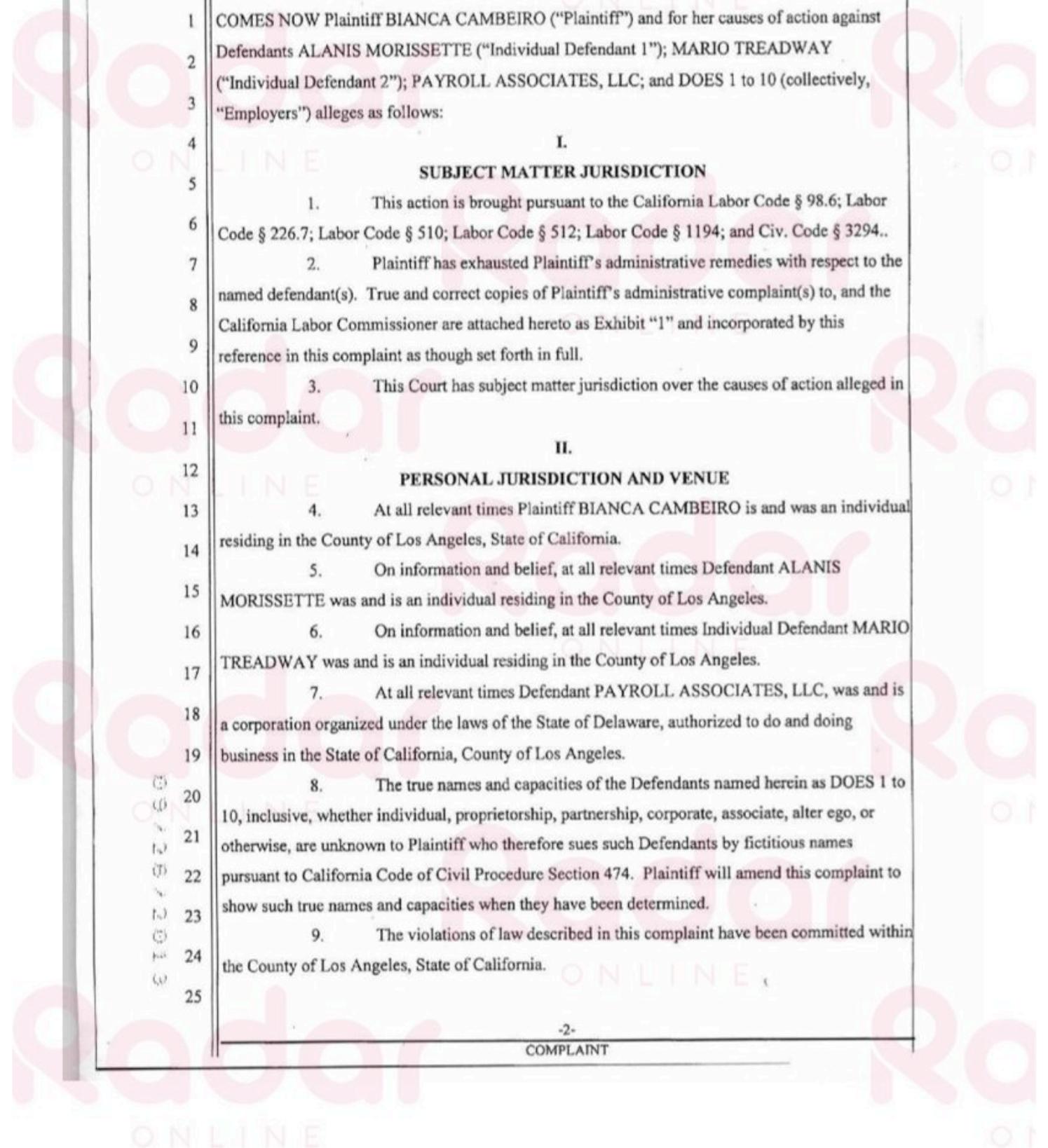
17 6. On information and belief, at all relevant times Individual Defendant MARIO  
 18 TREADWAY was and is an individual residing in the County of Los Angeles.

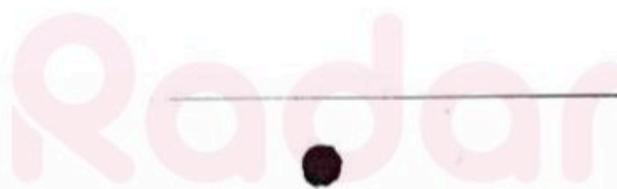
19 7. At all relevant times Defendant PAYROLL ASSOCIATES, LLC, was and is  
 20 a corporation organized under the laws of the State of Delaware, authorized to do and doing  
 21 business in the State of California, County of Los Angeles.

22 8. The true names and capacities of the Defendants named herein as DOES 1 to  
 23 10, inclusive, whether individual, proprietorship, partnership, corporate, associate, alter ego, or  
 24 otherwise, are unknown to Plaintiff who therefore sues such Defendants by fictitious names  
 25 pursuant to California Code of Civil Procedure Section 474. Plaintiff will amend this complaint to  
 show such true names and capacities when they have been determined.

9. The violations of law described in this complaint have been committed within  
 the County of Los Angeles, State of California.

06/25/2013





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10. Pursuant to section 393 of the California Code of Civil Procedure, the County of Los Angeles is a proper and legal venue for this case.

11. The wrongful conduct of Employers set forth in the General Allegations and various Causes of Action proximately caused Plaintiff to suffer damages, injuries, loss and/or harm, including but not limited to physical, mental and emotional injuries and distress, pain and suffering, lost wages and benefits and health care expenses, and other general, special and statutory damages in amounts to be proven.

**III.  
GENERAL ALLEGATIONS**

12. Bianca Cambeiro ("Plaintiff") was hired in or about August 2011 as a "night shift nanny" for Employers and Individual Defendant 1 & 2's [redacted] residence. Plaintiff did not reside at the Individual Defendants' home. At all times Plaintiff performed her work competently and satisfactorily.

13. Plaintiff's usual shift was from 9:00 pm until 9:00 am, three to four days per week at the rate of \$25 per hour.

14. As a nanny, Plaintiff was a non-exempt employee and entitled to overtime and paid rest and meal breaks. Plaintiff was never, once, paid overtime, regardless of the schedule or hours she worked and was denied rest and meal breaks daily. Plaintiff would also travel with Individual Defendants on tour, and on seven occasions she worked seven days in a row.

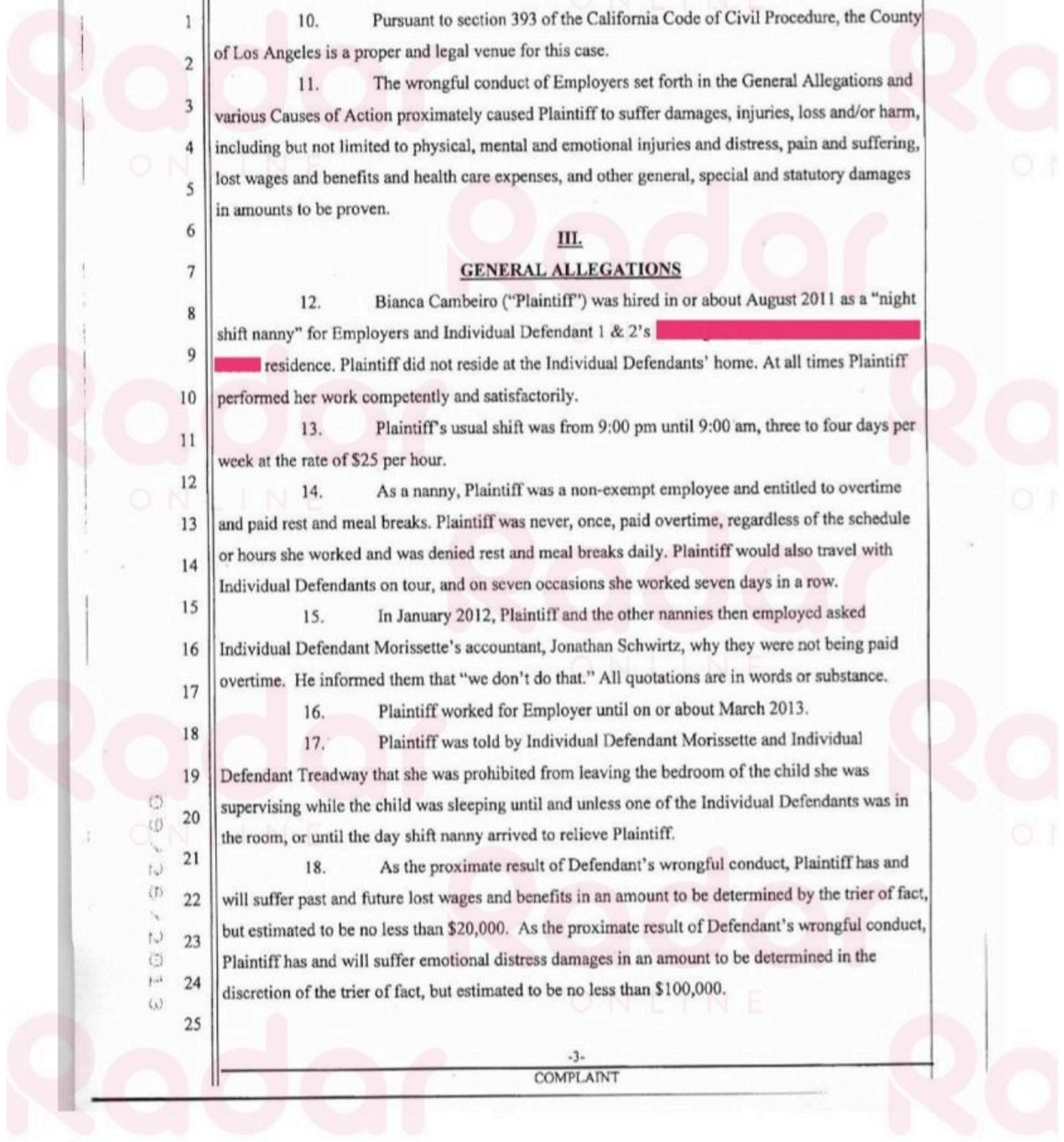
15. In January 2012, Plaintiff and the other nannies then employed asked Individual Defendant Morissette's accountant, Jonathan Schwartz, why they were not being paid overtime. He informed them that "we don't do that." All quotations are in words or substance.

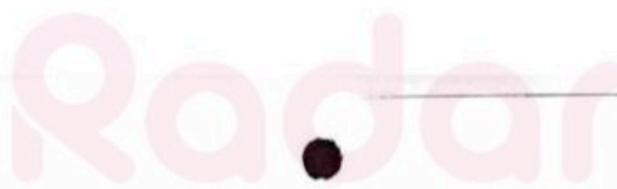
16. Plaintiff worked for Employer until on or about March 2013.

17. Plaintiff was told by Individual Defendant Morissette and Individual Defendant Treadway that she was prohibited from leaving the bedroom of the child she was supervising while the child was sleeping until and unless one of the Individual Defendants was in the room, or until the day shift nanny arrived to relieve Plaintiff.

18. As the proximate result of Defendant's wrongful conduct, Plaintiff has and will suffer past and future lost wages and benefits in an amount to be determined by the trier of fact, but estimated to be no less than \$20,000. As the proximate result of Defendant's wrongful conduct, Plaintiff has and will suffer emotional distress damages in an amount to be determined in the discretion of the trier of fact, but estimated to be no less than \$100,000.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME

Labor Code §§ 510 & 1194

By Plaintiff against Employers

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19. Plaintiff realleges and incorporates in this cause of action all numbered paragraphs above that precede the title block for the "First Cause of Action."

20. California Labor Code §510 requires that an Employer pay each of its non-exempt employees one and one half times his or her regular rate of pay for any work in excess of 8 hours in one workday, in excess of 40 hours in one workweek, and for the first 8 hours of work on the seventh day of a workweek. Additionally, any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of 8 on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

21. Plaintiff was not an exempt employee. Nevertheless, throughout the entire course of Plaintiff' employment, Employers, through its managing agents, knew of and willfully failed to pay Plaintiff overtime compensation as is required by Labor Code §510.

22. Employers' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages, including lost wages, in an amount to be proven.

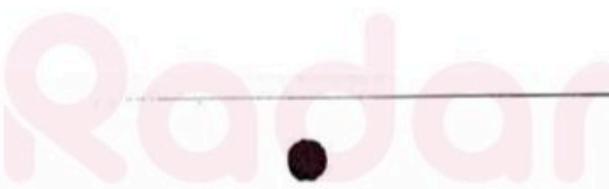
23. Pursuant to Labor Code § 1194(a), Plaintiff is entitled to recover the balance of Plaintiff's earned but unpaid overtime wages and interest thereon.

24. Plaintiff has been required to hire attorney Geoffrey Lyon of Lyon Law, PC and is entitled to recover reasonable attorney's fees and costs of this suit pursuant to Labor Code § 1194(a).

25. The conduct described in this Cause of Action constitutes an unfair business practice pursuant to the California Bus. & Prof. Code §17200 et seq. Therefore, Plaintiff is entitled to any and all equitable relief that this court deems just and proper, including but not limited to reinstatement and promotion.

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**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE MEAL PERIODS**

**Labor Code § 512**

**By Plaintiff against Employers**

26. Plaintiff realleges and incorporates in this cause of action all numbered paragraphs above that precede the title block for the "First Cause of Action."

27. Labor Code § 512 requires employers to provide non-exempt employees who work five (5) or more hours per-day with one thirty (30) minute unpaid meal period for every four (4) hours of work. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

28. Plaintiff was a non-exempt employee who worked more than 10 hours per day for employer and was therefore entitled to a minimum of two (2) 30 minute meal breaks under Labor Code § 512, however, at no time during Plaintiff's employment with Employers did Employers provide Plaintiff with Plaintiff's legally required meal periods or advise Plaintiff of Plaintiff's right thereto.

29. Employers' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages, in an amount to be proven.

30. Under Labor Code § 226.7(a) Employers must reimburse Plaintiff one hour's pay for each meal period that Plaintiff was forced to work through.

31. Under Labor Code § 218.5 Plaintiff is entitled to an award of reasonable attorney's fees and costs. Plaintiff has been required to hire attorney Geoffrey Lyon of Lyon Law, PC and has incurred an obligation for reasonable attorney's fees.

32. The conduct described in this Cause of Action constitutes an unfair business practice pursuant to the California Bus. & Prof. Code §17200 et seq. Therefore, Plaintiff is entitled to any and all equitable relief that this court deems just and proper.

**THIRD CAUSE OF ACTION**

**FAILURE TO PROVIDE RESTBREAKS**

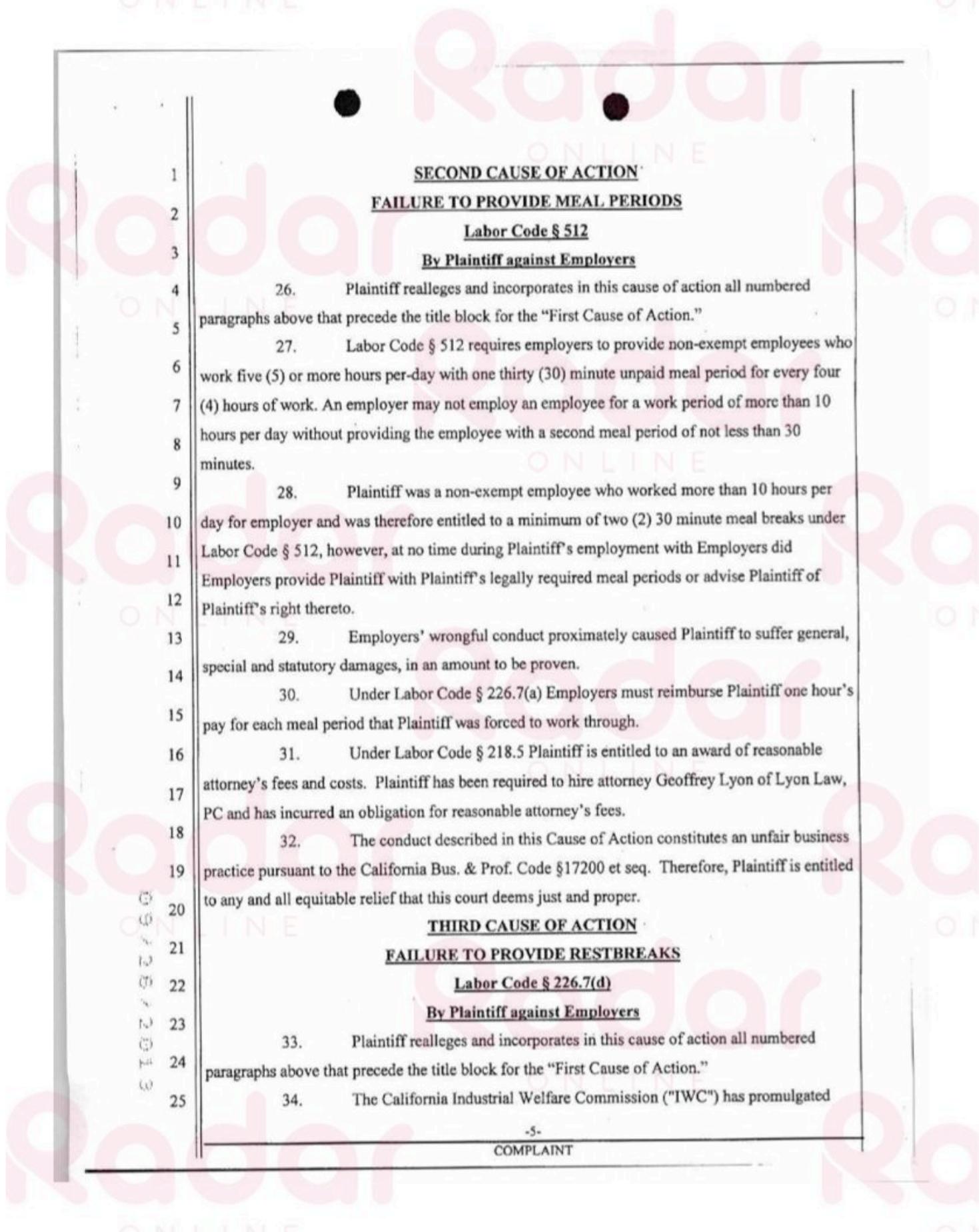
**Labor Code § 226.7(d)**

**By Plaintiff against Employers**

33. Plaintiff realleges and incorporates in this cause of action all numbered paragraphs above that precede the title block for the "First Cause of Action."

34. The California Industrial Welfare Commission ("IWC") has promulgated

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1 Wage Orders requiring employers to provide non-exempt employees with 10 minute paid rest  
2 periods for every 4 hour work period.

3 35. Plaintiff was not an exempt employee, yet at no time during Plaintiff  
4 employment was Plaintiff advised by Defendant Employers and/or Employers' agents about  
5 Plaintiff's right to take a 10 minute paid rest break for every four hours of scheduled work, nor was  
6 Plaintiff provided with such a break.

7 36. Employers authorized, knew of, and willfully failed to provide Plaintiff with  
8 her legally mandated rest breaks because such misconduct was committed by its managing agents.

9 37. Employers' wrongful conduct proximately caused Plaintiff to suffer general,  
10 special and statutory damages in an amount to be proven.

11 38. Pursuant to Labor Code section 226.7(d), Employers are obligated pay  
12 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each work day  
13 that Plaintiff was not provided with the rest period as mandated by the IWC.

14 39. Pursuant Labor Code section 218.5 Plaintiff is entitled to an award of  
15 reasonable attorney's fees and costs. Plaintiff has been required to hire attorney Geoffrey Lyon of  
16 Lyon Law, PC and has incurred an obligation for reasonable attorney's fees.

17 40. The conduct described in this Cause of Action constitutes an unfair business  
18 practice pursuant to the California Bus. & Prof. Code §17200 et seq. Therefore, Plaintiff is entitled  
19 to any and all equitable relief that this court deems just and proper.

20 **FOURTH CAUSE OF ACTION**

21 **RETALIATION FOR EXERCISING RIGHTS UNDER LABOR CODE**

22 **Labor Code § 98.6**

23 **By Plaintiff against Employers**

24 41. Plaintiff realleges and incorporates in this cause of action all numbered  
25 paragraphs above that precede the title block for the "First Cause of Action."

42. Employers discriminated against Plaintiff in retaliation for Plaintiff's  
exercising Plaintiff's rights under the Labor Code, including but not limited to Labor Code sections  
510 (overtime) and 512 (meal periods). Such retaliation violates Labor Code § 98.6, including  
subsection (a).

43. Under Labor Code § 98.6(b), Plaintiff is entitled to reinstatement and lost  
wages and benefits

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1           44.       Under Labor Code section 218.5 Plaintiff is entitled to an award of  
 2 reasonable attorney's fees and costs. Plaintiff has been required to hire attorney Geoffrey Lyon of  
 Lyon Law, PC and has incurred an obligation for reasonable attorney's fees.

3           45.       Pursuant to Civil Code § 3294, Employer's wrongful conduct was malicious,  
 4 oppressive, fraudulent, despicable and not to be tolerated by civilized society and was known,  
 5 authorized, ratified and/or perpetrated by its managing agents, entitling Plaintiff to an award of  
 6 punitive and exemplary damages in an amount to be proven.

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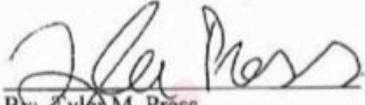
**PRAYER FOR RELIEF**

WHEREFORE Plaintiff prays for relief on Plaintiff's causes of action as more specifically set forth in the individual causes of action:

1. For special compensatory damages, including lost wages estimated to be no less than \$100,000;
2. For general compensatory damages, including emotional distress estimated to be no less than \$100,000;
3. For statutory damages and penalties;
4. For exemplary and punitive damages;
5. For injunctive relief.
6. For reasonable attorneys' fees;
7. For costs of suit;
8. For such other and further relief as the court deems just and proper.

DATED: September 26, 2013

LYON LAW



By: Tyler M. Press  
Attorneys for Plaintiff,  
BIANCA CAMBEIRO

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all issues in this action triable by a jury, including but not limited to issues of liability and damages.

DATED: September 26, 2013

LYON LAW PC



By: Tyler M. Press  
Attorneys for Plaintiff,  
BIANCA CAMBEIRO

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EXHIBIT 1

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LABOR COMMISSIONER, STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CLEAR

PRINT

**Initial Report or Claim**

PLEASE PRINT OR TYPE ALL INFORMATION  
Refer to the accompanying Guide to assist you in filling out this form.

FOR OFFICE USE ONLY		
Taken by:	Office:	Case #:
Date filed:	SIC #:	
WCI Completed:	Action:	
<input type="checkbox"/> YES <input type="checkbox"/> NO		

**PRELIMINARY QUESTIONS**

1. Is your claim about a public works project? (If your answer is "YES," STOP here. DO NOT FILL OUT THIS FORM, and fill out the "PW 1" claim form instead. If your answer is "NO," proceed with this form.)

2. Have you filed a retaliation complaint against your employer with the Labor Commissioner?  
 YES, on: / /  
 Month Day Year  NO [If you have been retaliated against, you may file a retaliation complaint by filling out another form, "DLSE FORM 205."] ]

3. Is there a union contract covering your employment?  
 YES (If YES, attach a copy of the Collective Bargaining Agreement.)  
 NO

4. Are other employees also filing wage claims against your employer?  YES  NO  I DON'T KNOW

**Part 1: LANGUAGE ASSISTANCE & REPRESENTATION**

5a. Do you need an interpreter?  YES  NO

5b. If you checked "YES" for box 5a, enter the language(s) needed:

6a. If you are being assisted with your claim by a lawyer or other advocate, enter your ADVOCATE'S NAME and ORGANIZATION  
 Tyler Press, Esq.; Lyon Law PC

6b. ADVOCATE'S PHONE  
 [REDACTED]

6c. Your ADVOCATE'S MAILING ADDRESS (Number, Street Name, Floor, Suite):  
 400 Oceangate Ste 450

CITY: Long Beach STATE: CA ZIP CODE: 90802

**Part 2: YOUR INFORMATION**

7. Your FIRST NAME: Bianca

8. Your LAST NAME: Cambiero

9. HOME PHONE: [REDACTED]

10. OTHER PHONE: [REDACTED]

11. BIRTH DATE: [REDACTED]

12. Your MAILING ADDRESS (Street Number, Street Name, Apartment Number):  
 [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

**Part 3: CLAIM FILED AGAINST (EMPLOYER INFORMATION)**

13. EMPLOYER'S BUSINESS NAME(S): Alanis Morissette-Mario Treadway

14. EMPLOYER'S WORKER LICENSE PLATE #:

15. EMPLOYER PHONE:

16. ADDRESS of EMPLOYER / BUSINESS (Street Number, Street Name, Floor, Suite):  
 [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

17. ADDRESS where you worked, if different from Box 16 (Number, Street Name, Floor, Suite):

CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

18. NAME of PERSON IN CHARGE (First Name, Last Name): Alanis Morissette

19. JOB TITLE / POSITION of PERSON IN CHARGE:

20. TYPE OF BUSINESS:

21. TYPE OF WORK PERFORMED: Nanny

22. TOTAL NUMBER OF EMPLOYEES: Unknown

23. EMPLOYER STILL IN BUSINESS:  
 YES  NO  DON'T KNOW

24. Check which box describes your employer, if you know:  CORPORATION  INDIVIDUAL  PARTNERSHIP  LLC  LLP

PRINT YOUR NAME: Bianca Cambiero

**Part 4: FINAL WAGES / BOUNCED CHECKS**

25. DATE OF HIRE: <u>08 / 19 / 2011</u>		26. Check which box applies to you:	
<input type="checkbox"/> working for employer		<input type="checkbox"/> QUIT on _____ / _____ / _____	
<input type="checkbox"/> Other (specify): _____		<input checked="" type="checkbox"/> DISCHARGED on <u>03 / 19 / 2013</u>	
27a. If you QUIT, did you give 72 hours notice before quitting? <input type="checkbox"/> YES <input type="checkbox"/> NO		27b. If you QUIT, have you received your final payment of wages including all wages owed? <input type="checkbox"/> YES, on: _____ / _____ / _____ <input type="checkbox"/> NO	
28. If you were DISCHARGED, have you received your final payment of wages including all wages owed? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
29a. How were your wages paid? <input checked="" type="checkbox"/> BY CHECK <input type="checkbox"/> BY CASH <input type="checkbox"/> BY BOTH CASH & CHECK <input type="checkbox"/> OTHER: _____		29b. If paid by check, did any of your paychecks "bounce" (for example, paycheck could not be cashed because employer has insufficient funds)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

**Part 5: HOURS YOU TYPICALLY WORKED**

30. Check which box applies:  My work hours and days of work were usually the same each week that I worked.  
 My work hours and/or days of work varied per week or were irregular. If you checked this box and you are claiming unpaid wages or meal and rest period violations, you should also fill out and submit the DLSE FORM 55.

31. If your work hours and days of work were usually the same each week, give your BEST ESTIMATE below of the hours you usually worked and any time you took for a duty-free meal period during your TYPICAL workweek. DO NOT fill this out if your work hours were too irregular to estimate a typical or average workweek (instead fill out the DLSE Form 55).

	TIME WORK STARTED	TIME WORK ENDED	1st MEAL START TIME (if applicable)	1st MEAL END TIME (if applicable)	2nd MEAL START TIME (if applicable)	2nd MEAL END TIME (if applicable)	ONLY IF YOU WORKED A SPLIT SHIFT:	
DAY 1 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					
DAY 2 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					
DAY 3 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					
DAY 4 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					
DAY 5 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					
DAY 6 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					
DAY 7 YOUR TYPICAL WORKDAY	<input type="checkbox"/> am _____ <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am _____ <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am _____ <input type="checkbox"/> pm					

**Part 6: PAYMENT OF WAGES**

32. Were you paid or promised a **FIXED** amount of wages per pay period, no matter how many hours you worked (for example, \$400 per week, regardless of how many hours you worked)?

YES: I was paid \$ \_\_\_\_\_ per  day  week  every 2 weeks  month  semi-monthly.

other (specify): \_\_\_\_\_

I was promised \$ \_\_\_\_\_ per  day  week  every 2 weeks  month  semi-monthly.

other (specify): \_\_\_\_\_

NO

33a. Were you an **HOURLY** employee?

YES: I was paid \$ 25 per hour.  
I was promised \$ \_\_\_\_\_ per hour.

NO

33b. If you were an **HOURLY** employee, were you paid or promised more than one hourly rate (based on the hours you worked or different job tasks)?

YES (describe): \_\_\_\_\_

NO

34. Were you paid by **PIECE-RATE**?  YES  NO

35. Were you paid by **COMMISSION**?  YES  NO

**Part 7: WAGES, COMPENSATION & PENALTIES OWED**

36. CLAIMS (Check all boxes below that apply)	CLAIM PERIOD START DATE (Month/Day/Year)	CLAIM PERIOD END DATE (Month/Day/Year)	AMOUNT EARNED/CLAIMED
<input type="checkbox"/> REGULAR WAGES (for non-overtime hours)			\$
<input checked="" type="checkbox"/> OVERTIME WAGES (including double time)	08/19/2011	03/19/2013	\$ 17,756.55
<input checked="" type="checkbox"/> MEAL PERIOD WAGES	08/19/2011	03/19/2013	\$ 6,250
<input checked="" type="checkbox"/> REST PERIOD WAGES	08/19/2011	03/19/2013	\$ 6,250
<input type="checkbox"/> SPLIT SHIFT PREMIUM			\$
<input type="checkbox"/> REPORTING TIME PAY			\$
<input type="checkbox"/> COMMISSIONS ***			\$
<input type="checkbox"/> VACATION WAGES ***			\$
<input type="checkbox"/> BUSINESS EXPENSES			\$
<input type="checkbox"/> UNLAWFUL DEDUCTIONS			\$
<input type="checkbox"/> OTHER (Specify):			\$
ENTER SUBTOTAL (add all Amounts Earned/Claimed):			\$ 30,256.55
ENTER TOTAL AMOUNT PAID:			\$ 0
<b>GRAND TOTAL OWED (Subtotal minus Total Amount Paid):</b>			<b>\$ 30,256.55</b>

\*\*\* Additional DLSE form should be submitted if you are making this claim. See "Instructions for Filing a Wage Claim."

37. Check boxes if you are claiming:  Waiting time penalties (Labor Code §203)  
 Penalties for "bounced" checks (checks issued with insufficient funds) (Labor Code §203.1)

I hereby certify that the information I have provided is true to the best of my knowledge and/or recollection. The amounts claimed are based on my best estimate at this time and may be adjusted based on further information, or based on assistance with my claim provided by DLSE.

Signed: Blanca Cambiero Date: 01/16/13  
Print Name: Blanca Cambiero

OVERTIME, REST PERIOD, MEAL PERIOD COMPUTATION FORM / FORMULARIO PARA CALCULAR SOBRETIEPO, DESCANSOS Y COMIDAS  
 USE SEPARATE SHEET FOR EACH PAY RATE / UNA HOJA PARA CADA TASA DE PAGO

Employer Name: Alanis Morissette		Employee Name: Bianca Carneiro					Case No.:				
PAY PERIOD DATES PERIODO DE PAGO	Overtime Computation / Computacion de Sobretiempo										
	Hourly rate	# of Reg. Hours	Overtime Rate	# of O.T. Hours	Double Time rate	# of Double Time Hours	\$ EARNED	\$ PAID	\$ OWED	# of Days* Rest Periods Missed	# of Meal Periods Missed
FROM (DE FECHA) - TO (A FECHA)	Tasa de Pago	# de Horas regular	Tasa de Sobre Tiempo	# de horas sobre Tiempo	Tasa de Tiempo Doble	# de Horas Doble	TOTAL GANADO	TOTAL PAGADO	SALARIO QUE SE LE DEBE	# de Dias* Sin Descanso	# de Dias Sin Comidas
1 8/18/11-8/24/11	\$ 25.00	30.00	\$ 37.50	4.00	\$ 50.00	0.00	\$ 800.00	\$ 850.00	\$ 50.00	3	6
2 25/11-8/31/11	\$ 25.00	30.00	\$ 37.50	6.00	\$ 50.00	12.00	\$ 1,575.00	\$ 1,200.00	\$ 375.00	3	6
3 9/1/11-9/18/11	\$ 25.00	60.00	\$ 37.50	12.00	\$ 50.00	28.50	\$ 3,375.00	\$ 2,512.20	\$ 862.80	6	12
4 9/19/11-10/4/11	\$ 25.00	70.00	\$ 37.50	14.00	\$ 50.00	0.00	\$ 2,275.00	\$ 2,100.00	\$ 175.00	7	14
5 10/5/11-10/19/11	\$ 25.00	80.00	\$ 37.50	12.00	\$ 50.00	0.50	\$ 1,975.00	\$ 1,812.50	\$ 162.50	6	12
6 10/20/11-10/30/11	\$ 25.00	80.00	\$ 37.50	12.00	\$ 50.00	12.00	\$ 2,550.00	\$ 2,100.00	\$ 450.00	6	12
7 10/31/11-11/16/11	\$ 25.00	70.00	\$ 37.50	14.00	\$ 50.00	40.00	\$ 4,275.00	\$ 3,100.00	\$ 1,175.00	7	14
8 11/17/11-12/01/11	\$ 25.00	80.00	\$ 37.50	12.00	\$ 50.00	12.00	\$ 2,550.00	\$ 2,100.00	\$ 450.00	6	12
9 12/2/11-12/14/11	\$ 25.00	60.00	\$ 37.50	12.00	\$ 50.00	4.90	\$ 2,175.00	\$ 1,912.50	\$ 262.50	6	12
10 1/1/12-1/15/12	\$ 25.00	80.00	\$ 37.50	12.00	\$ 50.00	0.00	\$ 1,950.00	\$ 1,800.00	\$ 150.00	6	12
11 1/16/12-1/31/12	\$ 25.00	87.00	\$ 37.50	34.00	\$ 50.00	8.50	\$ 3,875.00	\$ 3,237.50	\$ 637.50	10	20
12 2/1/12-2/16/12	\$ 25.00	59.00	\$ 37.50	0.00	\$ 50.00	0.00	\$ 1,475.00	\$ 1,475.00	\$ -	7	7
13 2/17/12-3/1/12	\$ 25.00	70.00	\$ 37.50	14.00	\$ 50.00	6.00	\$ 2,575.00	\$ 2,290.00	\$ 285.00	7	14
14 3/2/12-3/16/12	\$ 25.00	60.00	\$ 37.50	10.00	\$ 50.00	14.00	\$ 2,325.00	\$ 1,830.00	\$ 495.00	5	10
15 3/16/12-3/31/12	\$ 25.00	60.00	\$ 37.50	12.00	\$ 50.00	0.00	\$ 1,950.00	\$ 1,800.00	\$ 150.00	6	12
16 4/1/12-4/15/12	\$ 25.00	74.00	\$ 37.50	10.00	\$ 50.00	1.00	\$ 2,275.00	\$ 2,125.00	\$ 150.00	5	10
17 4/16/12-4/30/12	\$ 25.00	80.00	\$ 37.50	15.00	\$ 50.00	0.00	\$ 2,562.50	\$ 2,375.00	\$ 187.50	7	14
18 5/1/12-5/15/12	\$ 25.00	70.00	\$ 37.50	14.00	\$ 50.00	0.00	\$ 2,275.00	\$ 2,100.00	\$ 175.00	7	14
TOTAL EACH COLUMN / SUMA CADA COLUMNA		1110		219		139	\$ 42,912.50	\$ 38,699.70	\$ 6,212.80	110	213

HOW OFTEN PAID / CUANTAS VECES PAGADO:  
 Weekly / Semanal Every 2 weeks / Cada Dos Semanas  
 Times a Month / Dos veces por mes

Total the Hours and Wages Claimed Above / Suma Horas y Sueldo Arriba  
 No Matter how many breaks you missed, it is counted as one day.  
 No esta materia cuantos descansos pierden, solo cuenta uno diario.

Indicate the total missed days. / Ponga el numero total de dias perdidos.

OVERTIME, REST PERIOD, MEAL PERIOD COMPUTATION FORM / FORMULARIO PARA CALCULAR SOBRETIEPO, DESCANSOS Y COMIDAS  
 USE SEPARATE SHEET FOR EACH PAY RATE / UNA HOJA PARA CADA TASA DE PAGO

Employer Name: Alanis Morissette		Employee Name: Bianca Carneiro		Case No.:							
PAY PERIOD DATES PERIODO DE PAGO		Overtime Computation / Computacion de Sobretiepo					\$ EARNED	\$ PAID	\$ OWED	# of Days* Rest Periods Missed	# of Meal Periods Missed
FROM (DE FECHA) - TO (A FECHA)	Hourly rate Tasa de Pago	# of Reg. Hours # de Horas regular	Overtime Rate Tasa de Sobre Tiempo	# of O.T. Hours # de horas sobre Tiempo	Double Time rate Tasa de Tiempo Doble	# of Double Time Hours # de Horas Doble	TOTAL GANADO	TOTAL PAGADO	SALARIO QUE SE LE DEBE	# de Dias* Sin Descanso	# de Dias Sin Comidas
15/16/2012-5/31/12	\$ 25.00	60.00	\$ 37.50	10.00	\$ 50.00	0.00	\$ 1,625.00	\$ 1,500.00	\$ 125.00	5	10
2/6/12012-6/15/12	\$ 25.00	64.00	\$ 37.50	8.00	\$ 50.00	0.00	\$ 1,900.00	\$ 1,800.00	\$ 100.00	4	8
3/6/16/12-6/30/12	\$ 25.00	129.50	\$ 37.50	32.00	\$ 50.00	43.00	\$ 6,587.50	\$ 5,112.50	\$ 1,475.00	14	28
4/7/1/12-7/15/12	\$ 25.00	38.00	\$ 37.50	4.00	\$ 50.00	16.50	\$ 1,925.00	\$ 1,462.50	\$ 462.50	2	4
5/16/12-7/31/12	\$ 25.00	106.50	\$ 37.50	42.00	\$ 50.00	44.50	\$ 6,462.50	\$ 4,837.50	\$ 1,625.00	14	28
6/7/12-8/15/12	\$ 25.00	51.50	\$ 37.50	8.00	\$ 50.00	3.00	\$ 1,737.50	\$ 1,562.50	\$ 175.00	4	8
7/8/16/12-8/31/12	\$ 25.00	92.00	\$ 37.50	24.00	\$ 50.00	21.00	\$ 4,250.00	\$ 3,425.00	\$ 825.00	10	20
8/9/1/12-9/15/12	\$ 25.00	66.00	\$ 37.50	5.50	\$ 50.00	6.50	\$ 2,181.25	\$ 1,950.00	\$ 231.25	2	4
9/5/16/12-9/30/12	\$ 25.00	88.00	\$ 37.50	26.00	\$ 50.00	37.00	\$ 5,025.00	\$ 3,775.00	\$ 1,250.00	10	20
10/10/1/12-10/15/12	\$ 25.00	82.50	\$ 37.50	12.00	\$ 50.00	12.00	\$ 3,112.50	\$ 2,662.50	\$ 450.00	7	14
11/10/18/12-10/31/21	\$ 25.00	71.00	\$ 37.50	6.00	\$ 50.00	3.50	\$ 2,175.00	\$ 2,012.50	\$ 162.50	4	8
12/11/1/12-11/15/12	\$ 25.00	120.00	\$ 37.50	32.00	\$ 50.00	26.00	\$ 5,500.00	\$ 4,450.00	\$ 1,050.00	12	24
13/11/16/12-11/30/12	\$ 25.00	91.50	\$ 37.50	8.00	\$ 50.00	8.50	\$ 3,012.50	\$ 2,700.00	\$ 312.50	4	8
14/12/1/12-12/15/12	\$ 25.00	121.00	\$ 37.50	22.00	\$ 50.00	13.00	\$ 4,500.00	\$ 3,900.00	\$ 600.00	9	18
15/12/18/12-12/31/12	\$ 25.00	79.00	\$ 37.50	12.00	\$ 50.00	19.00	\$ 3,375.00	\$ 2,600.00	\$ 775.00	6	12
16/1/1/13-1/15/13	\$ 25.00	106.00	\$ 37.50	14.00	\$ 50.00	14.50	\$ 3,600.00	\$ 3,362.50	\$ 237.50	7	14
17/1/16/13-1/31/13	\$ 25.00	109.00	\$ 37.50	20.00	\$ 50.00	2.50	\$ 3,600.00	\$ 3,287.50	\$ 312.50	11	22
18/2/1/13-2/15/13	\$ 25.00	90.00	\$ 37.50	10.00	\$ 50.00	1.00	\$ 1,675.00	\$ 1,525.00	\$ 150.00	5	10
<b>TOTAL EACH COLUMN /</b>	<b>1515.50</b>	<b>1515.50</b>	<b>\$ 55,312.50</b>	<b>295.50</b>	<b>\$ 3,737.50</b>	<b>271.50</b>	<b>\$ 82,543.75</b>	<b>\$ 62,543.75</b>	<b>\$ 20,000.00</b>	<b>130</b>	<b>268</b>

HOW OFTEN PAID / CUANTAS VECES PAGADO:  Weekly / Semanal Every 2 weeks / Cada Dos Semanas  Times a Month / Dos veces por mes

Total the Hours and Wages Claimed Above / Suma Horas y Sueldo Arriba  
 \* No Matter how many breaks you missed, it is counted as one day.  
 \* No esta materia cuantos descansos gorden, solo cuenta uno diario.

Indicate the total missed days. / Ponga el numero total

09 / 26 / 2013

OVERTIME, REST PERIOD, MEAL PERIOD COMPUTATION FORM / FORMULARIO PARA CALCULAR SOBRETIEPO, DESCANOS Y COMIDAS  
 USE SEPARATE SHEET FOR EACH PAY RATE / UNA HOJA PARA CADA TASA DE PAGO

Employer Name: **Alanis Morissette**

Employee Name: **Bianca Cambeiro**

Case No.:

PAY PERIOD DATES PERIODO DE PAGO	Overtime Computation / Computacion de Sobretiepo							\$ EARNED	\$ PAID	\$ OWED	# of Days* Rest Periods Missed	# of Meal Periods Missed
	Hourly rate	# of Reg. Hours	Overtime Rate	# of O.T. Hours	Double Time rate	# of Double Time Hours						
FROM (DE FECHA) - TO (A FECHA)	Tasa de Pago	# de Horas regular	Tasa de Sobre Tiempo	# de horas sobre Tiempo	Tasa de Tiempo Doble	# de Horas Doble	TOTAL GANADO	TOTAL PAGADO	SALARIO QUE SE LE DEBE	# de Dias* Sin Descanso	# de Dias Sin Comidas	
1/2/12-2/28/12	\$ 25.00	30.00	\$ 37.50	8.00	\$ 50.00	0.00	\$ 975.00	\$ 900.00	\$ 75.00	3	6	
2/3/12-3/15/12	\$ 25.00	66.00	\$ 37.50	14.00	\$ 50.00	24.00	\$ 3,925.00	\$ 3,150.00	\$ 775.00	7	14	
3/16/12-3/19/12	\$ 25.00	30.00	\$ 37.50	8.00	\$ 50.00	0.00	\$ 975.00	\$ 900.00	\$ 75.00	3	6	
4	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
5	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
6	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
7	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
8	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
9	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
10	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
11	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
12	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
13	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
14	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
15	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
16	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
17	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
18	\$ 25.00		\$ 37.50		\$ 50.00		\$ -	\$ -	\$ -			
TOTAL EACH COLUMN /		148		29		24	\$ 5,875.00	\$ 5,875.00	\$ 0.00	13	26	

HOW OFTEN PAID / CUANTAS VECES PAGADO:  
 Weekly / Semana Every 2 weeks / Cada Dos Semanas  
 2 Times a Month / Dos veces por mes

Total the Hours and Wages Claimed Above / Suma Horas y Sueldo Arriba  
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Indicate the total missed days. / Ponga el numero total

09 / 26 / 2013