

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JORGE ANTONIO LOPEZ,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JORGE ANTONIO LOPEZ, on behalf of the
general public as private attorney general,

CASE NO.: BCV-25-101596

Plaintiff,

v.

GENERAL PRODUCTION SERVICE OF
CALIFORNIA, INC.; and DOES 1-50,
inclusive,

Defendants.

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff JORGE ANTONIO LOPEZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants GENERAL PRODUCTION SERVICE OF CALIFORNIA, INC., a California Corporation; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, (e) failure to timely pay wages upon separation, (f) failing to reimburse business expenses, and (g) failing to accurately pay sick pay. As a result Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Kern County, and each Defendant is within the jurisdiction of this Court for service
7 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
8 aggrieved employees within the State of California. Defendants employ numerous aggrieved
9 employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized
28 wage statements, (e) failure to timely pay wages upon separation, (f) failing to reimburse business

1 expenses, and (g) failing to accurately pay sick pay. As a result Plaintiff seeks penalties under
2 Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other
3 aggrieved employees.

4 9. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
6 enumerated under 2699.5 as follows: sections 201-203, 246, 510, 512, 558, 226, 226.7, 226.3,
7 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys'
8 fees and costs

9 **III. PARTIES**

10 10. Plaintiff, JORGE ANTONIO LOPEZ, was at all times relevant to this action, a
11 resident of California. Plaintiff was employed by Defendants in approximately January 2024 as a
12 Non-Exempt Employee with the title of Welder's Helper until Plaintiff's separation from
13 Defendants' employ in May 2024.

14 11. Defendants GENERAL PRODUCTION SERVICES OF CALIFORNIA, INC.,
15 operates as oil and gas servicing company in California and provides services including but not
16 limited to, well servicing, construction, and industrial cleaning. Plaintiff estimates there are in
17 excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last
18 year.

19 12. Other than identified herein, Plaintiff is unaware of the true names, capacities,
20 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
21 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
22 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
23 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
24 are ascertained.

25 13. Plaintiff is informed and believes and thereon alleges that each defendant, directly
26 or indirectly, or through agents or other persons, employed Plaintiff and other members of
27 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
28 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects

1 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
2 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
3 attributable to the other defendants.

4 14. On information and belief, Defendants willfully failed to pay all earned wages in
5 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
6 Exempt Employees and members of the Representative Group; nor have Defendants returned to
7 Plaintiff or members of the Representative Group, upon or after separation from employment with
8 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
9 on behalf of the general public as private attorney general and all other aggrieved employees.

10 **IV. GENERAL ALLEGATIONS**

11 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
12 capacity of non-exempt positions, however titled, throughout the state of California.

13 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
14 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
15 rules and regulations of the IWC California Wage Orders.

16 17. Defendants continue to employ Non-Exempt Employees, however titled, in
17 California and implement a uniform set of policies and practices to all non-exempt employees, as
18 they were all engaged in the generic job duties related to providing assistance and support to
19 Defendants' oil and gas servicing operations.

20 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
21 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
22 of the requirements of California's wage and employment laws.

23 19. Plaintiff alleges that all Aggrieved Employees are citizens of the State of
24 California.

25 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
26 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
27 week.

28 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved

1 Employees based upon an hourly rate.

2 22. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
3 Employees were typically scheduled to work four (4) days a week for approximately ten (10) or
4 more hours per shift.

5 23. Plaintiff is informed and believes that the Aggrieved Employees were required to
6 keep similar schedules.

7 24. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to
8 compensate Plaintiff and Aggrieved Employees for all time worked resulting in an underpayment
9 of minimum and overtime wages. For instance, Plaintiff and Aggrieved Employees performed pre-
10 shift and post shift activities that were not incorporated into their total work time. For instance,
11 Defendants' management required Plaintiff and Aggrieved Employees to inspect their work trucks
12 prior to their shift starting and to fill out Defendants' VIR for their work trucks and submit the
13 VIR through their work phones approximately fifteen minutes prior to the start of their shifts.
14 Defendants failed to account for these pre-shift activities, and therefore Plaintiff and Aggrieved
15 Employees were not compensated for such time. Plaintiff and Aggrieved Employees were also
16 required to perform post-shift activities, such as waiting for their supervisors to pick up their
17 timecards, which would usually occur approximately five (5) minutes after their shifts. Defendants
18 failed to account for these post-shift activities, and therefore Plaintiff and Aggrieved Employees
19 were not compensated for such time. Other off-the-clock work occurred when Plaintiff and
20 Aggrieved Employees would get calls/texts from their supervisor(s), and co-workers on their work
21 phones which Plaintiff and Aggrieved Employees were required to respond to. Such calls/texts
22 would occur off-the-clock. Lastly, Plaintiff and Aggrieved Employees were automatically
23 deducted for their full meal breaks even though often times, their meal breaks were non-Labor
24 Code compliant i.e. late, cut short, interrupted, or not provided.

25 25. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
26 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
27 at the employee's correct regular rate of pay per hour for overtime hours worked and sick-pay
28 earned.

26. As a result of the above practices, Plaintiff and Aggrieved Employees were not

1 compensated correctly for minimum and overtime wages.

2 27. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
3 excess of five hours without being provided a lawful meal period and over ten hours in a day
4 without being provided a second lawful meal period as required by law.

5 28. Indeed, during the relevant time, as a consequence of Defendants' staffing and
6 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
7 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
8 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

9 29. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
10 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
11 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
12 over ten hours as required by law.

13 30. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
14 during meal periods.

15 31. Further, Plaintiff and Aggrieved Employees were required to keep their work
16 phones on their persons at all times and respond to any calls or texts that would come through,
17 even during meal periods, resulting in meal period interruptions and Plaintiff and Aggrieved
18 Employees remaining under Defendants' control.

19 32. On information and belief, Plaintiff and Aggrieved Employees did not waive their
20 rights to meal periods under the law.

21 33. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
22 meal periods.

23 34. Despite the above-mentioned meal period violations, Defendants failed to
24 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
25 one additional hour of pay at the correct regular rate as required by California law when meal
26 periods were not timely or lawfully provided in a compliant manner.

27 35. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
28 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees

1 were entitled to receive premium wages based on their regular rate of pay under Labor Code
2 §226.7 but were not receiving such compensation.

3 36. During the relevant time frame, Plaintiff and the Non-Exempt Employees were
4 systematically not authorized and permitted to take one net ten-minute paid, rest period for every
5 four hours worked or major fraction thereof, including second (2nd) and third (3rd) rest breaks,
6 which is a violation of the Labor Code and IWC wage order.

7 37. Defendants maintained and enforced scheduling practices, policies, and imposed
8 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
9 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
10 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
11 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

12 38. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
13 during rest periods.

14 39. Further, Plaintiff and Aggrieved Employees were required to keep their work
15 phones on their persons at all times and respond to any calls or texts that would come through,
16 even during rest periods, resulting in rest period interruptions and Plaintiff and Aggrieved
17 Employees remaining under Defendants' control.

18 40. Despite the above-mentioned rest period violations, Defendants did not compensate
19 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
20 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
21 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
22 permitted.

23 41. Defendants also failed to provide accurate, lawful itemized wage statements to
24 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
25 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
26 worked, including premiums due and owing for meal and rest period violations, gross pay and net
27 pay figures from Plaintiff and the Aggrieved Employees' wage statements. Defendants' also
28 failed to correctly display Plaintiff and Aggrieved Employees' rates of pay for overtime hours

1 worked and sick-pay earned.

2 42. Plaintiff is informed and believe, and thereon alleges, that at all times herein
3 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
4 thereof for resignations without prior notice as the case may be) they had a duty to accurately
5 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages and
6 overtime, meal and rest period premiums, at the time of separation. Defendants had the financial
7 ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed
8 to do so in part because of the above-specified violations. Therefore, Defendants failed to timely
9 pay such owed wages pursuant to Labor Code sections 201-203.

10 43. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
11 business expenses incurred pursuant to Labor Code section 2802. For instance, Plaintiff and
12 Aggrieved Employees also used their personal cellphones to communicate with Defendants'
13 management and other workers in conjunction with the use of their work phones. Plaintiff and
14 Aggrieved Employees were not reimbursed for personal cellphone usage.

15 44. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
16 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
17 failed to factor all forms of compensation into the regular rate.

18 45. Upon information and belief, Defendants knew and or should have known that it is
19 improper to implement policies and commit unlawful acts such as:

20 (a) requiring employees to work four (4) hours or a major fraction thereof without
21 being provided a minimum ten (10) minute rest period and without compensating the employees
22 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
23 rest period was not provided;

24 (b) failing to pay all wages including overtime wages;

25 (c) failing to provide accurate itemized wage statements;

26 (d) failing to timely pay wages upon separation;

27 (e) failing to reimburse business expenses;

28 (f) failing to accurately pay sick pay at the correct regular rate.

43. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

44. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

VI. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

45. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

46. On February 20, 2025 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

47. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

48. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-203, 246, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

1 49. At all times relevant, Plaintiff and all other aggrieved employees regularly
2 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
3 rest break requirements of the applicable IWC wage order and the Labor Code.

4 50. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
5 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
6 worked.

7 51. For the violations below, Plaintiff and the Representative Aggrieved Employees are
8 entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

9 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

10 52. At all times relevant, the IWC wage orders applicable to Plaintiff and the
11 Aggrieved Employees require employers to pay its employees for each hour worked at least
12 minimum wage. "Hours worked" means the time during which an employee is subject to the
13 control of an employer, and includes all the time the employee is suffered or permitted to work,
14 whether or not required to do so, and in the case of an employee who is required to reside on the
15 employment premises, that time spent carrying out assigned duties shall be counted as hours
16 worked.

17 53. At all relevant times, Labor Code §1197 provides that the minimum wage for
18 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
19 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
20 and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour
21 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
22 and Aggrieved Employees' employment by Defendants provided that employees working for
23 more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime
24 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
25 excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works
26 more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the
27 regular rate of pay.

28 54. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons

1 acting individually as an officer, agent, or employee of another person, who pays or causes to be
2 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
3 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
4 damages payable to the employee, and any applicable penalties pursuant to Section 203.

5 55. Labor Code §510 codifies the right to overtime compensation at the rate of one and
6 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
7 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
8 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
9 seventh day of work in a particular work week.

10 56. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-
11 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
12 11000, et. seq. and the Labor Code.

13 57. At all times relevant, Defendants have failed to accurately pay minimum and
14 overtime owed to Plaintiff and Class Members as a result of the off-clock-clock work performed
15 and Defendants' failure to accurately calculate the employees' regular rate for overtime
16 calculation purposes described above.

17 58. Accordingly, Defendants owe Plaintiff and Aggrieved Employees overtime wages,
18 and have failed to pay Plaintiff and Aggrieved Employees the overtime wages owed.

19 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

20 59. Pursuant to Labor Code §512, no employer shall employ an employee for a work
21 period of more than five (5) hours without providing a meal break of not less than thirty (30)
22 minutes in which the employee is relieved of all of his or her duties. An employer may not
23 employ an employee for a work period of more than ten (10) hours per day without providing the
24 employee with a second meal period of not less than thirty (30) minutes, except that if the total
25 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
26 consent of the employer and the employee only if the first meal period was not waived.

27 60. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
28 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of

1 the work of the employee must prevent an employee from being relieved of all duties relating to
2 his or her work for the employer and the employees must consent in writing to the “on duty” meal
3 period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing
4 to an “on duty” meal period. Further, the nature of the work of Plaintiff and Aggrieved
5 Employees was not such that they were prevented from being relieved of all duties. Despite the
6 requirements of the IWC wage orders applicable to Plaintiff’s and Aggrieved Employees’
7 employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide
8 Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

9 61. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
10 provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than
11 thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved
12 Employees’ employment by Defendants. As a proximate result of the aforementioned violations,
13 Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof
14 at time of trial.

15 62. By their failure to provide a compliant meal period for each shift worked over five
16 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
17 (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide
18 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
19 the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

20 63. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not
21 voluntarily or willfully waive meal periods and were regularly required to work shifts without
22 being provided all of their legally required meal periods. Defendants created a working
23 environment in which Plaintiff and Aggrieved Employees were not provided all of their meal
24 periods due to shift scheduling and/or work related demands placed upon them by Defendants as
25 well as a lack of sufficient staffing to meet the needs of Defendants’ business as discussed above.
26 On information and belief, Defendants’ implemented a policy and practice which resulted in
27 systematic and companywide violations of the Labor Code. On information and belief,
28 Defendants’ violations have been widespread throughout the liability period and will be evidenced

1 by Defendants' time records for the Aggrieved Employees.

2 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

3 64. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees'
4 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
5 periods, which insofar as practicable shall be in the middle of each work period.... [The]
6 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
7 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
8 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
9 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
10 mandated by an applicable order of the IWC.

11 65. Defendants were required to authorize and permit employees such as Plaintiff and
12 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
13 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
14 wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved
15 Employees' employment by Defendants, Defendants failed and refused to authorize and permit
16 Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
17 worked, or major fraction thereof.

18 66. On information and belief Defendants created a working environment in which
19 Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift
20 scheduling and/or work related demands placed upon them by Defendants as well as a lack of
21 sufficient staffing to meet the needs of Defendants' business as discussed above. On information
22 and belief, Defendants implemented a policy and practice which resulted in systematic and
23 companywide violations of the Labor Code. On information and belief, Defendants' violations
24 have been widespread throughout the liability period.

25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

26 67. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
27 statements all deductions from payment of wages and to accurately report total hours worked by
28 Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses

1 among other things. Defendants have knowingly and intentionally failed to comply with Labor
2 Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved
3 Employees.

4 68. IWC Wage Orders require Defendants to maintain time records showing, among
5 others, when the employee begins and ends each work period, meal periods, split shift intervals
6 and total daily hours worked in an itemized wage statement, and must show all deductions and
7 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
8 Aggrieved Employees. On information and belief, Defendants have failed to record all or some of
9 the items delineated in Industrial Wage Orders and Labor Code §226.

10 69. Defendants have failed to accurately record all time worked.

11 70. Defendants have failed to accurately calculate employees' regular rates for
12 overtime and sick-pay calculations.

13 71. Defendants have also failed to accurately record the meal and rest period premiums
14 owed and all wages owed per pay period.

15 72. Plaintiff and Aggrieved Employees have been injured as they were unable to
16 determine whether they had been paid correctly for all hours worked per pay period among other
17 things.

18 73. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are
19 entitled up to a maximum of \$4,000 each for record keeping violations.

20 74. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
21 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
22 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
23 for each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

25 **FAILURE TO PAY TIMELY PAY WAGES UPON SEPARATION LABOR CODE**

26 **§ 203**

27 75. Plaintiff incorporates and re-alleges each and every allegation contained above as
28 though fully set forth herein.

1 76. Labor Code §§201-202 requires an employer who discharges an employee to pay
2 compensation due and owing to said employee immediately upon discharge and that if an
3 employee voluntarily leaves his or her employment, his or her wages shall become due and
4 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
5 two (72) hours previous notice of his or her intention to quit, in which case the employee is
6 entitled to his or her wages on their last day of work.

7 77. Labor Code §203 provides that if an employer willfully fails to pay compensation
8 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for
9 waiting time penalties in the form of continued compensation for up to thirty (30) work days.

10 78. During the relevant time period, Defendants willfully failed and refused, and
11 continue to willfully fail and refuse, to pay Plaintiff and Aggrieved Employees their wages,
12 earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their
13 voluntarily leaving Defendants' employ. These wages include regular and overtime, meal and rest
14 period premiums.

15 79. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for waiting
16 time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

17 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

18 80. Plaintiff incorporates and re-alleges each and every allegation contained above as
19 though fully set forth herein.

20 81. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
21 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
22 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
23 Employees, were not adequately reimbursed by Defendants for expenses related to personal
24 cellphone usage which was incurred as a direct consequence of the discharge of duties by Plaintiff
25 and Class Members. Despite these realities of the job, Defendants failed to provide
26 reimbursements.

27 82. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
28 implied, made by any employee to waive the benefits of this article or any part thereof is null and

1 void, and this article shall not deprive any employee or his or her personal representative of any
2 right or remedy to which he is entitled under the laws of this State.”

3 **FAILURE TO ACCURATELY RECORD AND PAY SICK LEAVE**

4 83. Plaintiffs incorporate by reference and re-alleges each and every allegation
5 contained above, as though fully set forth herein.

6 84. Labor Code Section 246(i) provides that: “an employer shall provide an employee with
7 written notice that sets forth the amount of paid sick leave available, or paid time off leave an
8 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
9 described in Section 226 or in a separate writing provided on the designated pay date with the
10 employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid
11 time off to an employee, the employer may satisfy this section by indicating on the notice or the
12 employee’s itemized wage statement ‘unlimited.’ The penalties described in this article for a violation
13 of this subdivision shall be in lieu of the penalties for a violation of Section 226.”

14 85. Labor Code § 246 provides that the employer shall calculate paid sick leave by
15 using one of two calculations: (1) “Paid sick time for nonexempt employees shall be calculated in
16 the same manner as the regular rate of pay for the workweek in which the employee uses paid sick
17 time, whether or not the employee actually works overtime in that workweek;” or (2) “Paid sick
18 time for nonexempt employees shall be calculated by dividing the employee’s total wages, not
19 including overtime premium pay, by the employee’s total hours worked in the full pay periods of
20 the prior 90 days of employment.”

21 86. Whenever Defendants paid Plaintiff and Aggrieved Employees sick time pursuant
22 to California Labor Code § 246, Defendants did so at the incorrect rate of pay. Defendants paid
23 Plaintiff and the Aggrieved Employees at the incorrect rate of pay and/or base hourly rate of pay,
24 as opposed to the regular rate of pay, which would take into account all remunerations, including
25 bonuses, differentials, or by dividing the employees’ total wages, not including overtime premium
26 pay, by the employees’ total hours worked in the full pay periods of the prior 90 days of
27 employment, as required by Labor Code § 246. This resulted in the employees being underpaid for
28 sick time, and resulted in violations of California Labor Code §§ 201, 202, and 203, and other

1 derivative Labor Code violations, because Defendant did not pay, or timely pay, Plaintiff and the
2 unpaid wages for work performed by them during their employment and at the end of their
3 employment.

4 **FAILURE TO MAINTAIN ACCURATE RECORDS**

5 87. Additionally, Defendants have no accurate records relating to aggrieved
6 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
7 period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants
8 failed to maintain accurate records relating to hours worked daily in violation of Labor Code
9 sections 1174(d), 1174.5.

10 **PRAYER FOR RELIEF**

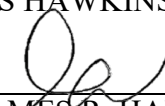
11 As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a)
12 Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable
13 due to numerous Labor Code violations as set forth in this Complaint, including without limitation
14 Labor Code section 201-203, 246, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194,
15 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of
16 Regulations, Title 8, section 11000 *et. seq.*

17 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 18 1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
19 2. For reasonable attorneys' fees and costs; and
20 3. For such other and further relief as the Court deems proper.

21 Dated: May 1, 2025

JAMES HAWKINS APLC

22 By: 

23 JAMES R. HAWKINS, ESQ.
24 GREGORY MAURO, ESQ.
25 MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

26 Attorneys for Plaintiff JORGE ANTONIO
27 LOPEZ, on behalf of the general public as
28 private attorney general.

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 24, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

GENERAL PRODUCTION SERVICE OF CALIFORNIA, INC.
Agent for Service of Process: ORESTI RISI
1333 KERN ST.
TAFT, CA 93268
Receipt No.: 9589 0710 5270 0078 0177 78

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

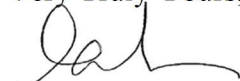
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff JORGE ANTONIO LOPEZ individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, GENERAL PRODUCTION SERVICE OF CALIFORNIA, INC. through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Kern County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint