

PARK APC

April 8, 2025

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Sent Via Online

Re: Southern California Gas Company

Dear PAGA Administrator:

We represent Brad Braddy, Francisco Lopez and Kyle Nelson (“Plaintiffs”). Pursuant to Labor Code § 2699.3(a), we are providing written notice that Plaintiffs’ employer, Southern California Gas Company (“Defendants” or “SoCalGas”), is in violation of various provisions of the California Labor Code. Plaintiffs intend on filing a complaint against Defendants in Los Angeles County Superior Court pursuant to Labor Code § 2699 on behalf of themselves and all non-exempt employees who worked for Defendants in California within four years prior to filing of the complaint (“Aggrieved Employees”).

Defendants employed Plaintiffs as Controllers, a non-exempt position, at their East Los Angeles, California facility. Defendants employed Brad Braddy as a Controller from 2021 to May 23, 2024; Francisco Lopez from 2021 to May 23, 2024; and Kyle Nelson from March 2023 to May 23, 2024. Defendants’ facility operated 24 hours a day, 7 days a week to deliver gas and energy to the greater Southern California area.

Defendants required Plaintiffs to work 12-hour shifts—from 9 am to 9 pm or 9 pm to 9 am.

Defendants paid Plaintiffs every two weeks (“Pay Period”), and Plaintiffs typically worked three-12 hour shifts one week and four-12 hours shifts the other week of the Pay Period. Plaintiffs worked a total of 84 hours in a Pay Period, but Defendants only paid Plaintiffs for 80 hours of work. For example, Plaintiffs worked a total of 84 hours in a Pay Period. But Defendants unlawfully deducted 4 hours of work and only paid Plaintiffs 80 hours of work straight-time.

Defendants failed to compensate Plaintiffs and Aggrieved Employees for all overtime hours worked in excess of eight hours per day and/or 40 hours per week as required by Labor Code §§ 510 and 1194, and applicable Industrial Welfare Commission’s (“IWC”) Wage Orders. Defendants required Plaintiffs to work 12-hour shifts, but they did not pay them overtime pay for the four hours worked in excess of eight hours per day. For example, Plaintiffs worked 12-hour shifts during the Pay Period, and Defendants did not pay them for all their overtime hours.

Plaintiffs and Aggrieved Employees were not authorized or permitted lawful meal periods and were not provided with one hour's wages in lieu thereof in violation of, among others, Labor Code §§ 226.7, 512, and applicable IWC Wage Orders. Further Defendants failed to provide Plaintiffs and Aggrieved Employees their second meal periods for shifts longer than ten hours.

Plaintiffs and Aggrieved Employees were not authorized or permitted lawful rest breaks and were not provided with one hour's wages in lieu thereof in violation of, among others, Labor Code § 226.7 and applicable IWC Wage Orders.

Defendants also failed to correctly record Plaintiffs and Aggrieved Employees' meal periods as required by Labor Code § 1198 and applicable IWC Wage Orders.

Plaintiffs operated their stations alone during their 12-hour shifts. They operated the valves and pumps of each pipeline to ensure that the correct gas and energy would be pumped out to the correct pipeline at the correct time. Defendants required Plaintiffs to stay at their stations at all times during their 12-hour shifts.

Defendants' company-wide staffing and scheduling policies deprived Plaintiffs of their lawful meal periods and rest breaks. For example, Plaintiffs worked 12-hour shifts during a Pay Period, and Defendants did not provide them with lawful meal periods and rest breaks.

Further Defendants enforced an unlawful on-call system on Plaintiffs and Aggrieved Employees. California employers cannot require an employee to call-in before a shift, yet only pay that employee if actually required to come into work. Here Defendants required Plaintiffs on their non-working days to be "on-call," and call-in one hour before a potential 12-hour shift to learn whether they were needed for work. But Defendants failed to pay Plaintiffs reporting time pay pursuant to IWC Wage Orders after requiring Plaintiffs to call-in one hour before a potential shift to learn that they were not required to come into work that day.

As a result, Defendants failed to timely pay Plaintiffs and Aggrieved Employees for all wages owed to them and Plaintiffs and Aggrieved Employees' paychecks did not include all wages owed to Plaintiffs and Aggrieved Employees.

Defendants failed to timely pay Plaintiffs and Aggrieved Employees for all wages owed to them upon termination. Plaintiffs and Aggrieved Employees did not receive their final paychecks timely, and the final paychecks did not include all wages owed to them.

And Defendants have intentionally and willfully failed to provide Plaintiffs and Aggrieved Employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify total hours worked and the gross wages earned by Plaintiffs and Aggrieved Employees; the failure to identify reporting time pay and the overtime hours worked by Plaintiffs and Aggrieved Employees; and the meal period and rest break premiums owing to Plaintiffs and Aggrieved Employees.

Defendants are in violation of the following Labor Code provisions under Labor Code § 2699.5:

1. California Labor Code §§ 510, 1194 and 1198 (Unpaid Overtime)
2. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
3. California Labor Code § 226.7 (Unpaid Rest Period Premiums)
4. California Labor Code § 226(a) (Non-compliant Wage Statements)
5. California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
6. California Labor Code §§ 1198 (Standard Conditions of Labor)
7. California Labor Code §§ 1174 (Failure to Maintain Records)
8. California Labor Code §§ 201, 202 and 203 (Wages Not Timely Paid Upon Termination)
9. California Labor Code § 1198 and IWC Wage Order (Failure to Record Meal Periods)

Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs will serve the same written notice to Defendants by certified mail.

Very truly yours,

PARK APC

Sang (James) Park

Sang (James) Park

CC: VIA CERTIFIED MAIL
Southern California Gas Company
555 West 5th Street
Los Angeles, CA 90013