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Attorneys for Plaintiff JORGE CONTRERAS and LESLIE RAE HOLLAMAN,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JORGE CONTRERAS and LESLIE RAE
HOLLAMAN, on behalf of the general public as
private attorney general,

Plaintiff,

v.

SOUTHCOAST WELDING &
MANUFACTURING, LLC; and DOES 1-50,
inclusive,

Defendants.

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

COMES NOW, JORGE CONTRERAS and LESLIE RAE HOLLAMAN (“Plaintiffs”), 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 SOUTHCOAST WELDING & MANUFACTURING; 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 the following Labor Code violations which include but are not limited to: (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 pay all wages earned and owed upon separation from Defendant’s employ; (e) failing to provide accurate itemized wage statements; (f) failing to provide a day of rest; (g) failing to reimburse expenses; (h) unlawfully deducting wages; (i) issuing payment of wages in the form of a non-Labor Code Compliant instrument; (j) failing to pay vested vacation pay at separation; (k) failing to pay reporting time pay; and (l) failing to provide suitable seating. 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

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

4 4. This Court has jurisdiction over Defendants because, upon information and belief,
5 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
6 avails itself of the California market so as to render the exercise of jurisdiction over it by the
7 California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

23 8. On information and belief, during the statutory liability period and continuing to
24 the present ("liability period"), Defendant consistently maintained and enforced against
25 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
26 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
27 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
28 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's

1 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
2 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
3 additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and
4 owed upon separation from Defendant's employ; (e) failing to provide accurate itemized wage
5 statements; (f) failing to provide a day of rest; (g) failing to reimburse expenses; (h) unlawfully
6 deducting wages; (i) issuing payment of wages in the form of a non-Labor Code Compliant
7 instrument; (j) failing to pay vested vacation pay at separation; (k) failing to pay reporting time
8 pay; and (l) failing to provide suitable seating.

9 9. Plaintiff on behalf of the general public as private attorney general and all other
10 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
11 enumerated under 2699.5 as follows: sections 201-203, 510, 212, 213, 226.3, 226.7, 226, 226.3,
12 227.3, 246, 510, 512, 551, 552, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking
13 penalties, interest, attorneys' fees and costs.

14 **III. PARTIES**

15 **A. Plaintiffs**

16 10. Plaintiffs JORGE CONTRERAS and LESLIE RAE HOLLAMAN were at all times
17 relevant to this action a resident of California. Plaintiff Contreras was employed by Defendants in
18 approximately April 27, 2021, as a Non-Exempt Employee with the title of Sheet Metal Helper
19 and worked during the liability period for Defendants until Plaintiff's separation from Defendants'
20 employ in approximately January 27, 2022. Plaintiff's duties included, but were not limited to
21 working in the shop and doing tasks to assist the journeyman, like taking out the trash.

22 11. Plaintiff Hollaman was employed by Defendants in approximately March 16, 2021,
23 as a Non-Exempt Employee with the title of Marine Electrician JM3 and worked during the
24 liability period for Defendants until Plaintiff's separation from Defendant's employ in
25 approximately February 03, 2022. Plaintiff's duties included but were not limited to repairing,
26 installing, trouble shooting, and testing. Plaintiff also did connectors on all installations that
27 required them. She worked from drawings and schematics, power panel hook ups, and cable
28 running etc.

1 12. As Defendants' employees, Plaintiffs, and all other aggrieved employees were
2 regularly required to and subsequently suffered:

- 3 a. perform work subject to the control of the employer without being compensated all
4 wages including overtime, all in violation of California labor laws, regulations, and
5 the Industrial Welfare Commission Wage Order ("IWC");
- 6 b. work in excess of five and ten hours per day without being provided meal periods
7 and not compensated one (1) hour of pay at the regular rate of compensation for
8 each workday that a meal period was not provided, all in violation of California
9 labor laws, regulations, and the Industrial Welfare Commission Wage Orders
10 ("IWC");
- 11 c. not paid reporting time pay;
- 12 d. not provided with suitable seating;
- 13 e. not paid vacation pay at separation;
- 14 f. unlawfully deducted wages;
- 15 g. not provided a day's rest in seven;
- 16 h. not reimbursed for business expenses incurred; and
- 17 i. not provided accurate itemized wage statements.

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

24 **B. Defendant**

25 14. Defendants SOUTHCOAST WELDING & MANUFACTURING, LLC operates as
26 a welding and manufacturing (including electrical and sheet metal services) business. Plaintiff
27 estimates there are in excess of 100 Non-Exempt Employees who work or have worked for
28 Defendants over the last four years.

1 15. Other than identified herein, Plaintiff is unaware of the true names, capacities,
2 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
3 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
4 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
5 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
6 are ascertained.

7 16. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
8 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
9 Representative Group, and exercised control over their wages, hours, and working conditions.
10 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
11 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
12 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
13 attributable to the other defendants.

14 **IV. GENERAL ALLEGATIONS**

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

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

20 19. Defendant continues to employ Non-Exempt Employees, however titled, in
21 California and implement a uniform set of policies and practices to all non-exempt employees, as
22 they were all engaged in the generic job duties of welding and manufacturing.

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

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

1 22. Defendants also failed to properly calculate Plaintiff's and the Aggrieved
2 Employees' regular rate of pay including but not limited to by failing to include all forms of
3 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
4 commissions, training and orientation pay, shift differential pay, COVID-19 screenings, and other
5 compensation for overtime calculation purposes.

6 23. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
7 excess of five hours without being provided a lawful meal period and over ten hours in a day
8 without being provided a second lawful meal period as required by law.

9 24. Plaintiff and Aggrieved Employees missed meal breaks several times and had late
10 or interrupted meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes
11 required by law. Defendant failed to pay premium wages for missed, short or late meal breaks.

12 25. On information and belief, during the relevant time period, Defendant's
13 management would modify Plaintiff's and Aggrieved Employees' time to include lawfully
14 required meal periods even during times when Plaintiff and Aggrieved Employees did not receive
15 a full 30-minutes of uninterrupted time for meal periods. Defendants also unlawfully deducted a
16 full 30-minutes of time for meal periods no matter if a Labor Code compliant meal period was
17 provided to Plaintiff and Aggrieved Employees. Resulting in an underpayment of minimum and
18 overtime wages. For instance, at the end of each week, Defendant's supervisors would collect the
19 timecards and manually write-in meal periods for each timecard.

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

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

28 28. Plaintiff and Aggrieved Employees were required to keep their personal cellphones

1 on their persons at all times during their shifts in order to respond to work related calls, even
2 during meal periods.

3 29. On information and belief, Plaintiff and Aggrieved Employees did not waive their
4 rights to meal periods under the law.

5 30. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
6 meal periods.

7 31. Despite the above-mentioned meal period violations, Defendants failed to
8 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
9 one additional hour of pay at their regular rate as required by California law when meal periods
10 were not timely or lawfully provided in a compliant manner.

11 32. Further, Defendants failed to calculate bonuses and other forms of remuneration
12 into the regular rate of pay when calculating premium wages for non-compliant meal periods.

13 33. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
15 were entitled to receive premium wages based on their regular rate of pay under Labor Code
16 §226.7 but were not receiving such compensation.

17 34. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, which is a violation of the Labor
20 Code and IWC wage order.

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

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

4 37. On information and belief, Defendants also required Plaintiffs and Aggrieved
5 Employees to work off the clock. For instance, Plaintiff, and on information and belief Aggrieved
6 Employees, were required to participate in COVID-19 screenings (including a temperature check)
7 before clocking in for work, for which Plaintiff and Aggrieved Employees were not compensated
8 for. The COVID-19 screening would take several minutes to complete, daily.

9 38. On information and belief, Defendants also required Plaintiff and Aggrieved
10 Employees to work off the clock because Defendants required employees to go through security
11 checks when arriving to work and leaving work. For instance, Plaintiff was required to go through
12 a bag check when arriving to work, leaving work, and when returning from meal breaks. These
13 security checks were conducted off-the-clock.

14 39. Defendants also failed to compensate Plaintiff and Aggrieved Employees for pre-
15 shift activities. For instance, Plaintiff would arrive more than 30 minutes early to her shift to
16 prepare for her shift by getting her tools and protective gear out of the gang box, as well as her
17 supplies. There was always a line to clock in and out at the Continental Marine San Diego jobsite,
18 there were usually 20-25 people trying to clock in at the same time with only two timeclocks.

19 40. Defendants also failed to compensate Plaintiff and Aggrieved Employees for post-
20 shift activities. Once clocked out, on occasion, Plaintiff was required to take home Shipboard
21 Cable Disconnect and Reconnect forms that were to be completed and turned in to the government
22 as proof of testing. Lastly, Defendants failed to include off-the-clock work performed by Plaintiff
23 and Aggrieved Employees following their scheduled shift start time.

24 41. Defendants also failed to properly compensate Plaintiffs and Aggrieved Employees
25 for on-call shifts. For instance, Plaintiff was required to call in to Defendants the night before or
26 the same day to see if she was required to show up for work. Defendants instructed Plaintiff to be
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1 available, not go anywhere, and be ready to show up at work at any moment. Defendants did not
2 compensate Plaintiff for on-call shifts.

3 42. During the relevant time frame, Defendants shaved Plaintiff's and on information
4 and belief Aggrieved Employees' time. For instance, Plaintiffs would arrive early to their
5 scheduled shift and clock in on a digital timeclock that automatically recorded their time, but
6 paystubs reflect quarter rounding. Plaintiffs would wait multiple minutes to clock in and clock out,
7 as there were always multiple employees clocking in and out at a given time. Over time, this
8 resulted in an underpayment of minimum and overtime wages. On information and belief,
9 Defendants failed to properly compensate Plaintiff and Aggrieved Employees by impermissibly
10 rounding down and/or failing to round up Plaintiff's pay.
11

12 43. At all times relevant, Defendants implemented a rounding system, which over time
13 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

14 44. Defendants also failed to provide accurate, lawful itemized wage statements to
15 Plaintiff and the Aggrieved Employees in part because of the above specified violations including
16 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
17 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
18 omitted an accurate itemization of the premiums due and owing for meal period violations and
19 also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

20 45. On information and belief, during the relevant time frame, Defendants had a policy
21 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
22 Employees.

23 46. During the relevant time frame, Defendants failed to accurately pay said vested
24 paid time off/vacation time to its employees at the time of termination, including Plaintiff and
25 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
26 law.
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28 47. Defendants failed to pay Reporting Time Pay as required by law. For instance,

1 Plaintiffs and Aggrieved Employees would be sent home early within the first 2 hours into their
2 regularly scheduled shifts because the ship was leaving. Defendants failed to pay Plaintiff and
3 Aggrieved Employees for half of their scheduled shifts as required by law.

4 48. In addition, upon information and belief, Plaintiff alleges that Defendants violated
5 Labor Code sections 551 and 552 by failing to allow Plaintiff and Aggrieved Employees a day of
6 rest as he was required to work more than seven continuous days for two weeks. Additionally,
7 Plaintiff and Aggrieved Employees were not paid a premium wage for the rest days they were
8 asked to work, as required to be paid by law.

9
10 49. During the relevant time frame, Defendants shaved Plaintiff's and on information
11 and belief Aggrieved Employees' time. For instance, Plaintiffs would arrive early to their
12 scheduled shift and clock in on a digital timeclock that automatically recorded their time, but
13 paystubs reflect quarter rounding. Plaintiffs would wait multiple minutes to clock in and clock out,
14 as there were always multiple employees clocking in and out at a given time. Over time, this
15 resulted in an underpayment of minimum and overtime wages. On information and belief,
16 Defendants failed to properly compensate Plaintiff and Aggrieved Employees by impermissibly
17 rounding down and/or failing to round up Plaintiff's pay.

18 50. At all times relevant, Defendants implemented a rounding system, which over time
19 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

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21 51. On information and belief, Defendants failed to reimburse business expenses
22 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
23 instance, Plaintiff and Aggrieved Employees were required to work from home and incurred
24 business expenses for forms ("Shipboard Cable Disconnect and Reconnect form") that were to be
25 completed and turned into the government as a record of testing. Indeed, Plaintiff Hollaman was
26 required to take the forms home and use her own home printer, ink, and paper to scan and print out
27 additional forms. Defendants did not reimburse Plaintiff for any of these necessary expenses.
28 Despite these realities, Defendants failed to reimburse Plaintiff and Aggrieved Employees

1 pursuant to Labor Code § 2802.

2 52. Furthermore, Defendants failed to adequately reimburse Plaintiffs and Aggrieved
3 Employees for their required tools. Indeed, Plaintiffs were required to use certain tools to carry out
4 their respective job duties. For instance, Plaintiff purchased a drill and measuring tape that was
5 approximately \$300 and Defendants are still in possession of the tools Plaintiff purchased to carry
6 out his job duties. Plaintiffs and Aggrieved Employees were forced to pay for tools out-of-pocket
7 and Defendants failed to reimburse employees for these necessary business expenses.

8 53. On information and belief, during the relevant time frame, Defendants failed to
9 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for
10 the use of personal cellphones as Plaintiffs and Aggrieved Employees used their personal
11 cellphones to stay in contact with Defendants regarding work matters. Such business expenditures
12 incurred were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties
13 pursuant to Labor Code § 2802.

14 54. Further, Defendants failed to reimburse Plaintiff and Aggrieved Employees for
15 mileage when they were required to drive their own personal vehicles during work hours to the
16 shop or from the shop to the jobsite, or wherever Defendants would send them.

17 55. During the liability period, Plaintiffs and Aggrieved Employees were not provided
18 legally acceptable warehouse conditions. Plaintiffs and Aggrieved Employees worked without air
19 conditioning or proper ventilation in a warehouse that would reach unbearably hot temperatures.
20 Despite these high temperatures, Defendants failed to provide heat breaks to Plaintiffs and
21 Aggrieved Employees in order to prevent heat exhaustion or heat illness, in violation of OSHA
22 standards and SB 1167 and 435.

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

26 57. In addition, upon information and belief, Plaintiff alleges that Defendants violated
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1 Labor Code sections 551 and 552 by failing to allow Plaintiff and Aggrieved Employees a day of
2 rest as he was required to work more than seven continuous days for two weeks. Additionally,
3 Plaintiff and Aggrieved Employees were not paid a premium wage for the rest days they were
4 asked to work, as required to be paid by law.

5 58. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
7 thereof for resignations without prior notice as the case may be) they had a duty to accurately
8 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
9 meal period premiums, and that Defendants had the financial ability to pay such compensation,
10 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
11 above-specified violations.

12 59. Plaintiff did not receive his accrued PTO upon his separation from Defendant's
13 employ. Defendants withheld 8 hours of pay Plaintiff was to receive for his birthday on January
14 31. Plaintiff inquired as to this error and the HR department informed him that the deduction was
15 an offset for the money Plaintiff owed to reimburse his health insurance premiums Defendants
16 paid when Plaintiff took approved time off. Plaintiff never authorized the deduction. Thus,
17 Defendant failed to properly provide Plaintiff his final pay pursuant to Labor Code section 203.

18 60. Further, Defendants failed to properly pay Plaintiff final pay pursuant to Labor
19 Code section 203 per the "Employee Change of Status and Exit Statement." Plaintiff's lay-off date
20 was February 03, 2022; however, her final pay was issued on February 11, 2022. Plaintiff was not
21 paid for the days she had to wait for her final pay.

22 61. On information and belief, Defendants violated Labor Code sections 212 and 213
23 by issuing payment to Plaintiffs and Aggrieved Employees for their wages in a non-Labor Code-
24 compliant instrument. For instance, Defendants gave Plaintiffs \$200 Christmas gift cards, however
25 paystubs show no indication of the gift cards earned, potentially causing regular rate issues.

26 62. In addition, during the relevant time period, Non- Exempt Employees who worked
27 for defendant were not provided suitable seating and when employees were not engaged in duties
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1 which required them to stand, no seating was placed in reasonable proximity to their work
2 stations. As such, Defendant failed to provide Plaintiff and Aggrieved Employees who worked as
3 non-exempt employees with suitable seating while performing their job duties in violation of
4 California Wage Orders.

5 63. Indeed, Plaintiff was deprived of chairs, seats, or stools to perform his job. If
6 Plaintiff wanted a chair or seating for his job, he would need to provide his own.

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

9 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
10 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
11 and without compensating employees with one (1) hour of pay at the regular rate of compensation
12 for each workday that such a meal period was not provided;

13 (b) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
14 wages owed;

15 (c) failing to timely pay Plaintiff and Aggrieved Employees;

16 (d) failing to provide accurate itemized wage statements;

17 (e) failing to pay reporting time pay;

18 (f) unlawfully deducting wages;

19 (g) failing to provide a day's rest;

20 (h) failing to properly pay wages with a Labor Code Compliant instrument;

21 (i) failing to pay vested vacation time at termination;

22 (j) failing to provide adequate seating; and

23 (k) failing to reimburse business expenses.

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

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

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

5 67. On January 24, 2023, Plaintiff complied with notice requirements pursuant to
6 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
7 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
8 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
9 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
10 representative capacity. The substance and violations set forth in this Complaint of which the
11 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
12 Action Complaint to the LWDA.

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

16 69. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
17 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
18 including without limitation Labor Code section 201-203, 212, 213, 510, 551, 552, 221, 223,
19 226.7, 226, 226.3, 227.3, 246, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 *et*
20 *seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et*.
21 *seq.*

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

25 71. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
26 accurately pay at least minimum wages due as a result as a result of the methodology of
27 Defendants' piece-rate payment scheme, and for Defendants' failure to compensate Plaintiff and
28 Aggrieved Employees for the off-the-clock work performed as discussed above.

1 72. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
2 overtime wages owed as discussed above Defendants' failure to account for work time performed
3 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' piece-rate payment
4 scheme. Defendants also failed to include all forms of remuneration into the regular rates of pay
5 for overtime calculation purposes as discussed above. Therefore, Defendants violated section 510,
6 and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight
7 (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the
8 right to overtime compensation at the rate of one and one-half times the regular rate of pay for all
9 hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to
10 overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12)
11 hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular
12 work week

13 73. Defendants failed to provide Plaintiff and all other aggrieved employees
14 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
15 and enforced policies of on duty meal period practices which required employees to work during
16 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
17 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
18 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
19 time of trial.

20 74. Plaintiff, and on information and belief, all aggrieved employees, were
21 systematically not permitted or authorized to take ten minute rest periods for every four hours
22 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
23 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
24 hour of wages for every day in which a rest period was missed or untimely as a result of
25 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
26 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
27 Employees, and by failing to provide compensation for such non-provided or shortened rest
28 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections

1 226.7, 512 and the applicable IWC Wage Order.

2 75. Defendants also willfully violated Labor Code sections 201-203 by failing to
3 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
4 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
5 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
6 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
7 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
8 The penalty cannot exceed 30 days of wages.

9 76. Plaintiff and all other aggrieved employees who were separated from employment
10 are entitled to compensation for all forms of wages earned, including but not limited to
11 compensation regular and overtime wages, and for non-provided meal periods, but to date have
12 not received such compensation, therefore entitling them to penalties under PAGA for violations
13 of Labor Code sections 201-203.

14 77. On information and belief, Defendants willfully failed to pay all wages due and
15 owing upon separation from employment. These wages include regular and overtime wages, and
16 meal and rest period premiums.

17 78. On information and belief, Defendants failed to provide accurate itemized wage
18 statements which failed to include the rate of pay and total hours worked per pay period, failed to
19 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
20 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
21 to Labor Code section 226(a).

22 79. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
23 and the hours for which they worked for any given pay period.

24 80. Defendants have failed to accurately record all time worked.

25 81. Defendants also failed to provide accurate itemization of vacation pay.

26 82. Defendants have also failed to accurately record the meal period premiums owed
27 and all wages owed per pay period.

28 83. Plaintiff and Aggrieved Employees have been injured as they were unable to

1 determine whether they had been paid correctly for all hours worked per pay period among other
2 things.

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

8 85. Defendants have violated Labor Code section 227.3 by failing to provide vested
9 vacation time to Plaintiff and Aggrieved Employees upon separation. Labor Code § 227.3
10 provides that "...whenever a contract of employment or employer policy provides for paid
11 vacations, and an employee is terminated without having taken off his vested vacation time, all
12 vested vacation shall be paid to him as wages at his final rate in accordance with such contract of
13 employment or employer policy respecting eligibility or time served; provided, however, that an
14 employment contract or employer policy shall not provide for forfeiture of vested vacation time
15 upon termination." Section 203 of the Labor Code provides that if an employer willfully fails to
16 timely pay such wages the employer must, as a penalty, continue to pay the subject employee's
17 wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed
18 30 days of wages.

19 86. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
20 Employees for business expenses incurred as described above. Labor Code § 2802 requires
21 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred
22 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
23 Defendants failed to provide reimbursements.

24 87. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
25 implied, made by any employee to waive the benefits of this article or any part thereof is null and
26 void, and this article shall not deprive any employee or his or her personal representative of any
27 right or remedy to which he is entitled under the laws of this State.

28 88. During the relevant time period, Non-Exempt Employees who worked as non-

1 exempt employees for Defendants were not provided suitable seating and when employees were
2 not engaged in duties which required them to stand, no seating was placed in reasonable proximity
3 to their work stations. As such, Defendants failed to provide Plaintiff and Aggrieved Employees
4 who worked as non-exempt employees with suitable seating while performing their job duties in
5 violation of California Wage Orders.

6 89. Labor Code section 1197 makes it unlawful to pay an employee less than the
7 minimum wage as established by the Industrial Welfare Commission.

8 90. Labor Code section 1198 provides that the maximum hours of work and the
9 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
10 standard conditions of labor by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any employee for longer hours
12 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

13 91. Defendants failed to pay reporting time wages as Plaintiff and Aggrieved
14 Employees were forced to report to work and were furnished with less than half the employee's
15 usual or scheduled day's work.

16 92. Additionally, Defendants have no accurate records relating to aggrieved
17 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
18 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
19 maintain accurate records relating to hours worked daily in violation of Labor Code sections
20 1174(d), 1174.5.

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

24 94. Plaintiff and the Representative Aggrieved Employees are entitled to recover
25 Penalties and attorneys' fees and costs under Labor Code section 2698 et. seq.

26 **PRAYER FOR RELIEF**

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

28 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: March 31, 2023

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.
Attorneys for Plaintiffs JORGE
CONTRERAS and LESLIE RAE
HOLLAMAN on behalf of the general public
as 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

January 24, 2023

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

SOUTHCOAST WELDING & MANUFACTURING, LLC

Agent for Service of Process:

Patrick K Shoup

2591 Faivre Street,

Chula Vista, California 91911

Receipt No.: 7021 1970 0000 9061 4339

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

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiffs JORGE CONTRERAS and LESLIE RAE HOLLAMAN, 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, SOUTHCOAST WELDING & MANUFACTURING, LLC, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles 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,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint