

FILED

JUN 06 2024

SHASTA COUNTY SUPERIOR COURT
BY: M. SAECHAO, DEPUTY CLERK

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"By Fax"

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SHASTA**

11 **BRIAN SEEKINS, an individual;**
12 **Plaintiff,**
13 **v.**
14 **VICTORY POWDER COATING, LLC, a**
15 **limited liability company; and DOES 1-100,**
16 **inclusive,**
17 **Defendants.**

18 **Case No.: 204815**
19 **SECOND AMENDED COMPLAINT FOR**
20 **DAMAGES AND CIVIL PENALTIES**
21 **1. FAILURE TO PROVIDE MEAL PERIODS**
22 **OR PAY PREMIUMS**
23 **2. FAILURE TO PROVIDE REST PERIODS**
24 **OR PAY PREMIUMS**
25 **3. FAILURE TO PAY MINIMUM WAGE**
26 **4. FAILURE TO PAY OVERTIME**
27 **5. FAILURE TO FURNISH COMPLETE**
28 **AND ACCURATE ITEMIZED WAGE**
STATEMENTS
6. FAILURE TO PAY ALL WAGES DUE
UPON CESSATION OF EMPLOYMENT
7. FAILURE TO PRODUCE PAYROLL
RECORDS UPON REQUEST
8. UNFAIR BUSINESS PRACTICES
9. PRIVATE ATTORNEYS GENERAL ACT
JURY TRIAL DEMANDED

Plaintiff Brian Seekins, on his own behalf and on behalf of the Labor and Workforce Development Agency, brings this action against Victory Powder Coating, LLC, a limited liability company, and Does 1 through 100, inclusive, for violations of the Labor Code.

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PARTIES

1. Plaintiff Brian Seekins ("Plaintiff") was, at all times relevant herein, employed in Shasta County, California and was an "employee" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Wage Order(s).

2. Defendant Victory Powder Coating, LLC (aka "Defendant") is a California limited liability company formed under the laws of California. Defendant, at all times relevant, was an "employer" as defined by the Labor Code and applicable IWC Wage Order(s).

3. Defendant and Does 1-100 are collectively referred to as Defendants.

4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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6. Venue is proper in this court because the unlawful acts alleged herein took place in Shasta County, California and Plaintiff's place of employment with Defendants was within Shasta County. Plaintiff demands a jury trial.

7. Plaintiff was hired by Defendant in Anderson, California, on or around August 1, 2018 as a powder coater. True to its name, Defendant provides powder coating services. At all times relevant herein, Plaintiff was properly classified and paid as an hourly, nonexempt employee. His employment with Defendant ended on February 8, 2024.

8. Throughout his employment, Plaintiff was regularly denied rest and meal periods to which he was entitled. Despite being a full-time employee (and working shifts that were substantially in excess of five hours), Plaintiff was, for the overwhelming part of his employment with Defendant, *not* relieved of all duty and permitted the opportunity to take an uninterrupted, thirty-minute meal period for every shift that was longer than five hours.

9. Similarly, Plaintiff was not relieved of all duty and permitted the opportunity to take an uninterrupted, ten-minute rest period for every four hours worked.

10. Plaintiff was also not paid an hour's pay at his regular rate of compensation for every rest and meal period that was unlawfully withheld.

11. Additionally, Defendant, by fraudulent conduct, failed to pay Plaintiff for all time worked. Again, Plaintiff was regularly denied meal periods. He used Defendant's electronic timekeeping system to clock in and out of his shifts; he did *not* clock out for meal periods (because Defendant did not authorize and permit meal periods, *supra*). However, Defendant systematically falsified Plaintiff's time records to make it appear as though he regularly took off-duty meal periods, and thus deducted 30 minutes from each of his workshifts that was longer than five hours. As a result, Plaintiff was not paid the minimum wage for all time worked.

12. Furthermore, and to the extent that Defendant falsified Plaintiff's time records and deducted time from shifts during which Plaintiff worked more than eight hours, or from workweeks in

1 which Plaintiff worked more than forty hours, this resulted in an unlawful withholding of overtime
2 pay.

3 13. Because Plaintiff was not paid premiums for denied rest and meal periods, was not paid
4 the minimum wage for all hours worked, and was not paid all overtime wages earned, the itemized
5 wage statements furnished to him failed to show, accurately, the gross wages earned, net wages
6 earned, and all applicable hourly rates in effect during the pay period and the corresponding number of
7 hours worked at each rate, in violation of Labor Code section 226(a).

8 14. Additionally, Defendant failed to provide copies of Plaintiff's wage statements as
9 required by law. On February 29, 2024, Plaintiff requested from Defendant copies of, among other
10 documents, his wage statements. (**Exhibit 1.**) It was not until March 26, 2024—more than 21 days
11 after Plaintiff's request—that Defendant produced those wage statements which are collectively
12 attached hereto as **Exhibit 2.** As can be seen, Defendant provided copies of only three wage
13 statements (for the pay dates of August 25, 2023, January 12, 2024, and February 9, 2024). Defendant
14 did produce an "Earnings Record" (**Exhibit 3**), but this, too, was a partial record only (for August 23,
15 2023 – February 9, 2024) and does not supply all required information (employer address, inclusive
16 dates of pay periods, etc.). *No other payroll records were provided until April 5.*

17 15. From at least four years prior to the filing of this action, Defendant has adopted and
18 employed unfair business practices. These practices include, but are not limited to, failing to pay
19 overtime wages due, failing to pay the minimum wage for all time worked, and failing to provide
20 compliant rest and meal periods (or pay premiums).

21 16. Finally, at no point since Plaintiff's separation of employment has he been paid the full
22 balance of wages due and owing, *supra*.

23 17. The foregoing list of misconduct is a partial list only and set forth by way of example.

24 18. On March 28, 2024, Seekins provided written notice to the Labor and Workforce
25 Development Agency ("LWDA") and Defendant regarding the specific provisions of the Labor Code
26 alleged to have been violated, including the facts and theories to support those alleged violations.
27 (**Exhibit 4.**)

1 19. As of the filing of this Second Amended Complaint, more than 65 days after Seekins’
2 written notice, *supra*, the LWDA has not provided written notice that it intends to investigate any of
3 Seekins’ allegations as set forth above. Accordingly, Seekins satisfied the administrative prerequisites
4 under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Defendants,
5 in addition to other remedies, for violations of the Labor Code.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
8 **(Lab. Code, § 226.7)**
9 **Against Defendants**

10 20. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 21. Labor Code section 226.7 requires employers to provide employees meal periods as
14 mandated by Order of the Industrial Welfare Commission. It states:

- 15 a. No employer shall require any employee to work during any meal or rest period
16 mandated by an applicable order of the Industrial Welfare Commission.
- 17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission, the
19 employer shall pay the employee one additional hour of pay at the employee’s
20 regular rate of compensation for each work day that the meal or rest period is
21 not provided.

22 22. Section 11 of the applicable IWC Wage Order provides:

23 “(A) Every employer shall authorize and permit all employees to take rest periods, which
24 insofar as practicable shall be in the middle of each work period. Nothing in this provision
25 shall prevent an employer from staggering rest periods to avoid interruption in the flow
26 of work and to maintain continuous operations, or from scheduling rest periods to
27 coincide with breaks in the flow of work that occur in the course of the workday. The
28 authorized rest period time shall be based on the total hours worked daily at the rate of
 ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.
 Rest periods shall take place at employer designated areas, which may include or be
 limited to the employees’ immediate work area.

1 (B) Rest periods need not be authorized in limited circumstances when the disruption of
2 continuous operations would jeopardize the product or process of the work. However,
3 the employer shall make up the missed rest period within the same workday or
4 compensate the employee for the missed ten (10) minutes of rest time at his/her regular
5 rate of pay within the same pay period.

6 (C) A rest period need not be authorized for employees whose total daily work time is
7 less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as
8 hours worked for which there shall be no deduction from wages.

9 (D) If an employer fails to provide an employee a rest period in accordance with the
10 applicable provisions of this order, the employer shall pay the employee one (1) hour of
11 pay at the employee's regular rate of compensation for each workday that the rest period
12 is not provided."

13 23. During the relevant time period, Plaintiff was not provided with rest breaks as required
14 by law and did not receive an additional hour of premium pay for each missed rest break.

15 24. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**
17 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
18 **(Lab. Code, §§ 226.7, 512)**
19 **Against Defendants**

20 25. Plaintiff hereby realleges and incorporates by reference each and every allegation set
21 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
22 allegations of this cause of action.

23 26. Labor Code section 226.7 requires employers to provide employees meal periods as
24 mandated by Order of the Industrial Welfare Commission. It states:

- 25 a. No employer shall require any employee to work during any meal or rest period
26 mandated by an applicable order of the Industrial Welfare Commission.
27 b. If an employer fails to provide an employee a meal period or rest period in
28 accordance with an applicable order of the Industrial Welfare Commission, the
employer shall pay the employee one additional hour of pay at the employee's
regular rate of compensation for each work day that the meal or rest period is
not provided.

27. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare Commission provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

28. The “regular rate of compensation”, for purposes of rest break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

29. During the relevant time period, Plaintiff was not provided with meal breaks as required by law and did not receive an additional hour of premium pay at his regular rate of compensation for each missed meal period.

30. Wherefore, Plaintiff has been injured and request relief as hereinafter provided.

THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
(Lab. Code, §§ 1182.12, 1197)
Against Defendants

31. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

32. The minimum wage for California employers with 26 or more employees, in 2020, was \$13 per hour. In 2021, that minimum wage was \$14 per hour. (Lab. Code, § 1182.12, subd. (b)(1).)

1 33. The minimum wage for California employers with 25 or fewer employees, in 2020,
2 was \$12 per hour. In 2021, that minimum wage was \$13 per hour. (Lab. Code, § 1182.12, subd.
3 (b)(2).)

4 34. Pursuant to Labor Code section 1194(a), notwithstanding any agreement to work for
5 a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
7 of the full amount of this minimum wage or overtime compensation, including interest thereon,
8 reasonable attorney's fees, and costs of suit.

9 35. Pursuant to Labor Code section 1197, the minimum wage for employees fixed by
10 the commission is the minimum wage to be paid to employees, and the payment of a less wage that
11 the minimum so fixed is unlawful.

12 36. Labor Code section 1194.2 provides that in any action under section 1194 or 1197.1
13 to recover wages because of the payment of a wage less than the minimum wage fixed by an order
14 of the commission or by statute, an employee shall be entitled to recover liquidated damages in an
15 amount equal to the wages unlawfully unpaid and interest thereon.

16 37. Wherefore, Plaintiff has been injured as set forth above and requests relief as
17 hereafter provided.

18 **FOURTH CAUSE OF ACTION**
19 **FAILURE TO PAY OVERTIME**
20 **(Lab. Code § 510 & 1198)**
 Against Defendants

21 38. Plaintiff hereby realleges and incorporates by reference each and every allegation set
22 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 39. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
25 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
26 seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-
27 half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be

1 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any
2 work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no
3 less than twice the regular rate of pay of an employee.

4 40. Pursuant to Labor Code section 1198, the maximum hours of work and standard
5 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
6 conditions of labor for employees and the employment of any employee for longer hours than those
7 fixed by the commission or under conditions of labor prohibited by the order is unlawful.

8 41. During the relevant time period, Plaintiff regularly worked overtime and doubletime.

9 42. During the relevant time period, Defendants intentionally and willfully failed to pay the
10 proper overtime/doubletime wages due to Plaintiff.

11 43. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
12 provided.

13 **FIFTH CAUSE OF ACTION**
14 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
15 **(Lab. Code, § 226(a))**
16 **Against Defendants**

17 44. Plaintiff hereby realleges and incorporates by reference each and every allegation set
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
19 allegations of this cause of action.

20 45. Pursuant to Labor Code section 226(a) “every employer shall, semimonthly or at the
21 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
22 check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by
23 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
24 total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable
25 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
27 last four digits of his or her social security number or an employee identification number, (8) the name
28 and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during

1 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if
2 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
3 temporary services assignment.”

4 46. An employee suffering injury as a result of the knowing and intentional failure by an
5 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
6 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
7 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
8 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
9 fees. (Lab. Code, § 226, subd. (e)(1).)

10 47. An employee is deemed to suffer injury if the employer fails to provide a wage
11 statement or if the employer fails to provide accurate and complete information as required by any one
12 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
13 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
14 during the pay period or any of the other information required to be provided pursuant to Labor Code
15 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
16 and address of the employer and iv) the name of the employee and the last four digits of his or her
17 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
18 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain
19 the information without reference to other documents or information. (Lab. Code, § 226, subd.
20 (e)(2)(C).)

21 48. As set forth above, Defendants intentionally and willfully failed to furnish accurate
22 itemized wage statements which complied with Labor Code section 226.

23 49. Wherefore, Plaintiff has been injured and requests relief as hereafter provided.

24 **SIXTH CAUSE OF ACTION**
25 **FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT**
26 **(Lab. Code, § 201, *et seq.*)**
27 **Against Defendants**

28 50. Plaintiff hereby realleges and incorporates by reference each and every allegation

1 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
2 allegations of this cause of action.

3 51. Labor Code section 201 requires an employer to pay an employee all wages earned
4 and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an
5 employer to pay the employee all wages due no later than 72 hours after the employee quits his
6 employment.

7 52. Labor Code section 203 provides: "If an employer willfully fails to pay, without
8 abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
9 employee who is discharged or who quits, the wages of the employee shall continue as a penalty
10 from the due date thereof at the same rate until paid or until an action therefor is commenced; but
11 the wages shall not continue for more than 30 days".

12 53. During the relevant time period, Defendants failed to pay Plaintiff all earned but
13 unpaid wages upon cessation of employment.

14 54. Wherefore, Plaintiff requests relief as hereafter provided.

15 **SEVENTH CAUSE OF ACTION**
16 **FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST**
17 **(Lab. Code, § 226, subd. (c))**
18 **Against Defendants**

19 55. Plaintiff hereby realleges and incorporates by reference each and every allegation
20 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
21 allegations of this cause of action.

22 56. Pursuant to Labor Code section 226(a), an employer shall keep on file, for three
23 years, a "copy" of any wage statement furnished to an employee. Under that statute, a "copy"
24 includes a duplicate of the itemized wage statement or a computer-generated record that accurately
25 shows all information required by Labor Code section 226(a).

26 57. Pursuant to Labor Code section 226(c), an employer who receives a written or oral
27 request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former
28

1 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
2 from the date of the request.

3 58. As set forth above, Plaintiff requested copies of his wage statements, but Defendants
4 did not comply as required by law.

5 59. Wherefore, Plaintiff seeks relief as set forth below.

6 **EIGHTH CAUSE OF ACTION**
7 **UNFAIR BUSINESS PRACTICES**
8 **(Bus. & Prof. Code, § 17200, *et seq.*)**
9 **Against Defendants**

10 60. Plaintiff hereby realleges and incorporates by reference each and every allegation
11 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 61. The overtime, minimum wage, and rest and meal period violations committed by
14 Defendants, as alleged above, are unfair business practices within the meaning of the Unfair
15 Competition Law (Business and Professions Code section 17200 *et seq.*).

16 62. Wherefore, Plaintiff has been damaged as set forth above and request relief as
17 hereafter provided.

18 **NINTH CAUSE OF ACTION**
19 **PRIVATE ATTORNEYS GENERAL ACT**
20 **(Lab. Code, § 2698 *et seq.*)**
21 **Against Defendants**

22 63. Plaintiff hereby realleges and incorporates by reference each and every allegation
23 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 64. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
26 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
27 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
28 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
to the procedures outlined in Labor Code section 2699.3.

65. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

66. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

67. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

68. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants for violations of the Labor Code.

69. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Eighth Causes of Action:

1. For injunctive relief, including that available under Labor Code sections 226(h) and Business and Professions Code section 17203;
2. For restitutionary relief and unpaid wages, including rest and meal break premiums;
3. For liquidated damages, including those available under Labor Code section 1194.2;

4. For statutory penalties including, but not limited to, those available under Labor Code sections 203, 226(e), and 226(f);
5. For statutory attorneys' fees and costs under Labor Code sections 218.5, 226(e)(1), and 1194, as well as those available under Code of Civil Procedure section 1021.5;
6. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
7. For such other and further relief as the court deems just and proper.

As to the Ninth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, 1174.5, and 2699(f);
2. For injunctive relief;
3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

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DATED: June 3, 2024

MAYALL HURLEY P.C.



By _____

JOHN P. BRISCOE

Attorneys for Plaintiff Brian Seekins

EXHIBIT 1

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]



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ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

February 29, 2024

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Victory Powder Coating, LLC
4000 Hwy. 273
Anderson, CA 96007

Re: Brian Seekins

To whom it may concern:

This office has been retained by Brian Seekins in connection with claims arising from his former employment with Victory Powder Coating, LLC. Please direct all communications regarding this matter to me.

Through the enclosed authorization, we hereby request the following records regarding your employee:

1. Mr. Seekins' itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Mr. Seekins relating to the obtaining or holding of his employment, pursuant to Labor Code § 432;
3. Mr. Seekins' personnel records, pursuant to Labor Code § 1198.5(b);
4. All records documenting the hours worked and paid sick days accrued and used by Mr. Seekins, pursuant to Labor Code § 247.5(a); and
5. Mr. Seekins's payroll records pursuant to Labor Code section 1174 and 29 C.F.R. §§ 516.2.

Please contact me if you wish to discuss this matter.

Sincerely,

MAYALL HURLEY P.C.

By

JOHN P. BRISCOE

Enclosure



Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Brian Seekins (DOB [REDACTED]) hereby authorize Victory Powder Coating LLC to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
112 S. Church St.
Lodi, CA 95240
jbriscoe@mayalllaw.com

Dated: 2/29/2024 _____

DocuSigned by:

Signature _____
BAE1E6B060A94B9...

Brian Seekins

Print Name

EXHIBIT 2

Victory Powder Coating Llc
4000 State Highway 273
Anderson, CA 96007

Earnings Statement



Period Starting: 08/10/2023
Period Ending: 08/23/2023
Pay Date: 08/25/2023

Taxable Marital Status: Single
Exemptions/Allowances: Tax Override:
Federal: 3 Federal:
State: 3 State:
Local: 0 Local:
Social Security Number: [REDACTED]

Brian Seekins
[REDACTED]

Earnings	rate	hours/units	this period	year to date
Regular	26.0000	70.62	1836.12	30464.72
Overtime	39.0000	2.20	85.80	1012.05
Sick			0.00	208.00
Personal			0.00	1375.92
Gross Pay			\$1,921.92	\$34,982.61
Statutory Deductions			this period	year to date
Federal Income			-255.79	3897.66
Social Security			-119.16	2168.92
Medicare			-27.87	507.25
California State Income			-108.82	1151.48
California State DI			-17.29	314.84
Net Pay			\$1,392.99	

Other Benefits and Information	this period	year to date
Personal		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	0.00	0.00
- Balance		80.00
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Total Hours Worked	72.82	1244.54
Deposits		
account number	transit/ABA	amount
[REDACTED]	XXXXXXXXXX	1392.99

Victory Powder Coating Llc
4000 State Highway 273
Anderson, CA 96007-2803

Important Notes

Basis of pay: Hourly

Your federal taxable wages this period are \$1,921.92

Victory Powder Coating Llc
4000 State Highway 273
Anderson, CA 96007

Pay Date: 08/25/2023

Deposited to the account	account number	transit/ABA	amount
Checking DirectDeposit	[REDACTED]	XXXXXXXXXX	1392.99

THIS IS NOT A CHECK

Brian Seekins
[REDACTED]

Company Code L8 / 2LH 28281237 Loc/Dept 01/1 Number 6655510 Page 1 of 1

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

Earnings Statement



Period Starting: 12/28/2023
Period Ending: 01/10/2024
Pay Date: 01/12/2024

Taxable Filing Status: Single
Exemptions/Allowances:

Federal: Std W/H Table
State: 0
Local: 0

Tax Override:
Federal: 0.00 Addnl
State:
Local:

Social Security Number

Brian Seekins

Earnings	rate	hours/units	this period	year to date
Regular	26.0000	69.85	1816.10	1816.10
Overtime	39.0000	0.02	0.78	0.78

Gross Pay			\$1,816.88	\$1,816.88
------------------	--	--	-------------------	-------------------

Statutory Deductions	this period	year to date
Federal Income	-242.81	242.81
Social Security	-112.65	112.65
Medicare	-26.34	26.34
California State Income	-104.51	104.51
California State DI	-19.99	19.99

Net Pay	\$1,310.58
----------------	-------------------

Other Benefits and Information

	this period	year to date
Personal		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	0.00	0.00
- Balance		80.00
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Total Hours Worked	69.87	69.87

Deposits

account number	transit/ABA	amount
	XXXXXXXXXX	1310.58

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007-2803

Important Notes

Basis of pay: Hourly

Your federal taxable wages this period are \$1,816.88

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

Pay Date: 01/12/2024

Deposited to the account

	account number	transit/ABA	amount
Checking DirectDeposit		XXXXXXXXXX	1310.58

THIS IS NOT A CHECK

Brian Seekins

Company Code L8 / 2LH 28281237 Loc/Dept 01/1 Number 8329 Page 1 of 1

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

Earnings Statement



Period Starting: 02/08/2024
Period Ending: 02/21/2024
Pay Date: 02/09/2024

Taxable Filing Status: Single

Exemptions/Allowances:

Federal: Std W/H Table
State: 0
Local: 0

Tax Override:

Federal: 0.00 Addnl
State: 76.96 Flat
Local:

Social Security Number:

Brian Seekins

Earnings	rate	hours/units	this period	year to date
Regular	26.0000	6.73	174.98	6086.86
Overtime			0.00	43.68
PTO 80 HOURS	26.0000	80.00	2080.00	2080.00
Gross Pay			\$2,254.98	\$8,210.54
Statutory Deductions			this period	year to date
Federal Income			-194.29	781.12
Social Security			-139.81	509.05
Medicare			-32.69	119.05
California State Income			-76.96	310.88
California State DI			-24.81	90.32
Net Pay			\$1,786.42	

Other Benefits and Information	this period	year to date
PTO 80 HOURS		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	80.00	80.00
- Balance		0.00
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Total Hours Worked	6.73	235.23

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007-2803

Your federal taxable wages this period are \$2,254.98

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

96-505/1232

Payroll Check Number: 8329
Pay Date: 02/09/2024

Pay to the
order of:

Brian Seekins

This amount:

ONE THOUSAND SEVEN HUNDRED EIGHTY SIX AND 42/100

\$1,786.42

VOID - NON NEGOTIABLE VOID - NON NEGOTIABLE

UMPQUA BANK

Brian Seekins

EXHIBIT 3

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay
Employee: Seekins, Brian - Department: 1 - Shop Wages SSN: xxx-xx-7300									
8/25/2023	Regular	26.0000	70.62	1,836.12	1,921.92	FED FIT 255.79	CA SIT 108.82		1,392.99
	Overtime	39.0000	2.20	85.80		FED SOCSEC 119.16	CA SDI 17.29		DD
						FED 27.87			
						MEDCARE			
8/25/2023	Regular	26.0000	70.62	1,836.12	1,921.92	FED FIT 255.79	CA SIT 108.82		1,392.99
	Overtime	39.0000	2.20	85.80		FED SOCSEC 119.16	CA SDI 17.29		DD
						FED 27.87			
						MEDCARE			
8/25/2023	Regular	26.0000	-70.62	(1,836.12)	(1,921.92)	FED FIT (255.79)	CA SIT (108.82)		(1,392.99)
	Overtime	39.0000	-2.20	(85.80)		FED SOCSEC (119.16)	CA SDI (17.29)		
						FED (27.87)			
						MEDCARE			
9/8/2023	Regular	26.0000	77.60	2,017.60	2,254.72	FED FIT 350.29	CA SIT 151.75		1,559.90
	Overtime	39.0000	6.08	237.12		FED SOCSEC 139.79	CA SDI 20.30		DD
						FED 32.69			
						MEDCARE			
9/22/2023	Regular	26.0000	78.80	2,048.80	2,085.07	FED FIT 309.88	CA SIT 134.39		1,462.53
	Overtime	39.0000	0.93	36.27		FED SOCSEC 129.28	CA SDI 18.76		DD
						FED 30.23			
						MEDCARE			
10/6/2023	Regular	26.0000	78.13	2,031.38	2,086.76	FED FIT 310.25	CA SIT 134.57		1,463.52
	Overtime	39.0000	1.42	55.38		FED SOCSEC 129.38	CA SDI 18.78		DD
						FED 30.26			
						MEDCARE			
10/20/2023	Regular	26.0000	78.92	2,051.92	2,081.17	FED FIT 309.02	CA SIT 133.99		1,460.22
	Overtime	39.0000	0.75	29.25		FED SOCSEC 129.03	CA SDI 18.73		DD
						FED 30.18			
						MEDCARE			
11/3/2023	Regular	26.0000	71.27	1,853.02	1,892.80	FED FIT 267.58	CA SIT 114.72		1,348.66
	Overtime	39.0000	1.02	39.78		FED SOCSEC 117.35	CA SDI 17.04		DD
						FED 27.45			
						MEDCARE			
11/17/2023	Regular	26.0000	78.65	2,044.90	2,069.08	FED FIT 306.36	CA SIT 132.76		1,453.05
	Overtime	39.0000	0.62	24.18		FED SOCSEC 128.29	CA SDI 18.62		DD
						FED 30.00			
						MEDCARE			
12/1/2023	Regular	26.0000	64.00	1,664.00	1,921.53	FED FIT 273.90	CA SIT 117.66		1,365.69
	Overtime	39.0000	1.27	49.53		FED SOCSEC 119.13	CA SDI 17.29		DD

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay
	Holiday	26.0000	8.00	208.00		FED MEDCARE	27.86		
12/15/2023	Regular	26.0000	79.80	2,074.80	2,081.43	FED FIT	309.08	CA SIT	1,460.37
	Overtime	39.0000	0.17	6.63		FED SOCSEC	129.05	CA SDI	DD
						FED MEDCARE	30.18		
12/29/2023	Regular	26.0000	68.90	1,791.40	1,999.40	FED FIT	291.03	CA SIT	1,411.79
	Holiday	26.0000	8.00	208.00		FED SOCSEC	123.96	CA SDI	DD
						FED MEDCARE	28.99		
1/12/2024	Regular	26.0000	69.85	1,816.10	1,816.88	FED FIT	242.81	CA SIT	1,310.58
	Overtime	39.0000	0.02	0.78		FED SOCSEC	112.65	CA SDI	DD
						FED MEDCARE	26.34		
1/26/2024	Regular	26.0000	78.25	2,034.50	2,051.27	FED FIT	169.84	CA SIT	1,638.43
	Overtime	39.0000	0.43	16.77		FED SOCSEC	127.18	CA SDI	DD
						FED MEDCARE	29.75		
2/9/2024	Regular	26.0000	79.28	2,061.28	2,087.41	FED FIT	174.18	CA SIT	1,664.69
	Overtime	39.0000	0.67	26.13		FED SOCSEC	129.41	CA SDI	DD
						FED MEDCARE	30.27		
2/9/2024	Regular		6.73	174.98	2,254.98	FED FIT	194.29	CA SIT	1,786.42
	PTO 80 HOURS		80.00	2,080.00		FED SOCSEC	139.81	CA SDI	Manual Check
						FED MEDCARE	32.69		No: 8329
Employee Totals :	Regular		980.80	\$25,500.80	\$28,604.42	FED FIT	\$3,764.30	CA SIT	\$20,778.84
	Overtime		15.58	\$607.62		FED SOCSEC	\$1,773.47	CA SDI	\$273.86
	PTO 80 HOURS		80.00	\$2,080.00		FED	\$414.76		
	Holiday		16.00	\$416.00		MEDCARE			

EXHIBIT 4

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]



112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

March 28, 2024

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Victory Powder Coating, LLC
400 Hwy. 273
Anderson, CA 96007

Re: Brian Seekins

To whom it may concern:

This firm represents Brian Seekins (“Seekins”) in connection with claims arising from his former employment with Victory Powder Coating, LLC (“VPC”). In accordance with California Labor Code section 2699.3, this letter shall serve as Seekins’s written notice to the Labor and Workforce Development Agency (“LWDA”) and VPC regarding the following violations, and facts and theories supporting those violations, on Seekins’s behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of VPC.

Seekins was hired by VPC in Anderson, California, on or around August 1, 2018 as a powder coater. True to its name, VPC provides powder coating services. At all times relevant herein, Seekins was properly classified and paid as an hourly, nonexempt employee. His employment with VPC ended on February 8, 2024.

Throughout his employment, Seekins was regularly denied rest and meal periods to which he was entitled. Despite being a full-time employee (and working shifts that were substantially in excess of five hours), Seekins was, for the overwhelming part of his employment with VPC, *not* relieved of all duty and permitted the opportunity to take an uninterrupted, thirty-minute meal period for every shift that was longer than five hours. Similarly, Seekins was not relieved of all duty and permitted the opportunity to take an

Labor and Workforce Development Agency
Victory Powder Coating, LLC
Re: Brian Seekins
March 28, 2024
Page 2 of 3

uninterrupted, ten-minute rest period for every four hours worked. Seekins was also not paid an hour's pay at his regular rate of compensation for every rest and meal period that was unlawfully withheld. Accordingly, VPC violated Labor Code sections 226.7 and 512.

Additionally, VPC, by fraudulent conduct, failed to pay Seekins for all time worked. Again, Seekins was regularly denied meal periods. He used VPC's electronic timekeeping system to clock in and out of his shifts; he did *not* clock out for meal periods (because VPC did not authorize and permit meal periods, *supra*). However, VPC systematically falsified Seekins' time records to make it appear as though he regularly took off-duty meal periods, and thus deducted 30 minutes from each of his workshifts that was longer than five hours. As a result, Seekins was not paid the minimum wage for all time worked, in violation of Labor Code sections 1182.12 and 1197. Furthermore, and to the extent that VPC falsified Seekins' time records and deducted time from shifts during which Seekins worked more than eight hours, or from workweeks in which Seekins worked more than forty hours, this resulted in an unlawful withholding of overtime pay, in violation of Labor Code section 510.

Because Seekins was not paid premiums for denied rest and meal periods, was not paid the minimum wage for all hours worked, and was not paid all overtime wages earned, the itemized wage statements furnished to him failed to show, accurately, the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226(a).

Additionally, VPC failed to keep copies of Seekins' employment records, as required by law. On February 29, 2024, Seekins requested from VPC copies of, among other documents, his wage statements. (**Exhibit A.**) On March 26, 2024, Seekins received those wage statements which are collectively attached hereto as **Exhibit B.** As can be seen, VPC provided copies of only three wage statements (for the pay dates of August 25, 2023, January 12, 2024, and February 9, 2024). No other wage statements were provided, and VPC indicated that it did not have any others in its possession (because it changed payroll providers in August 2023). VPC did provide an "Earnings Record" (**Exhibit C**), but this, too, was a partial record only (for the period of August 23, 2023 through February 9, 2024) and does not supply all required information (address of the employer, the inclusive dates of each pay period, etc.). *No other payroll records were provided.* Thus, by failing to maintain "copies" (including an adequate computer-generated record) of Seekins' wage statements for no fewer than three years from the date of the issuance of each wage statement, VPC committed an additional violation of Labor Code section 226(a). Furthermore, and as indicated by its failure to produce records documenting hours worked and paid sick days accrued and used, for a period of three years for each such record, VPC failed to maintain those records as required by Labor Code section 247.5. Finally, and as evidenced by its failure to produce "payroll records

Labor and Workforce Development Agency
Victory Powder Coating, LLC
Re: Brian Seekins
March 28, 2024
Page 3 of 3

showing the hours worked daily by and the wages paid to” Seekins, VPC failed to maintain copies of *those* records for a period of three years for each such record, in violation of Labor Code section 1174(c).

Finally, at no point since Seekins’ separation of employment has he been paid the full balance of wages due and owing, *supra*. Thus, VPC violated Labor Code section 203.

The foregoing violations, and each of them, were committed as against current and other former employees of VPC in California, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Seekins intends to file a civil complaint against VPC pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By 

JOHN P. BRISCOE

EXHIBIT A

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]



MAYALL HURLEY
EMPLOYMENT LAWYERS

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
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NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

February 29, 2024

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Victory Powder Coating, LLC
4000 Hwy. 273
Anderson, CA 96007

Re: Brian Seekins

To whom it may concern:

This office has been retained by Brian Seekins in connection with claims arising from his former employment with Victory Powder Coating, LLC. Please direct all communications regarding this matter to me.

Through the enclosed authorization, we hereby request the following records regarding your employee:

1. Mr. Seekins' itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Mr. Seekins relating to the obtaining or holding of his employment, pursuant to Labor Code § 432;
3. Mr. Seekins' personnel records, pursuant to Labor Code § 1198.5(b);
4. All records documenting the hours worked and paid sick days accrued and used by Mr. Seekins, pursuant to Labor Code § 247.5(a); and
5. Mr. Seekins's payroll records pursuant to Labor Code section 1174 and 29 C.F.R. §§ 516.2.

Please contact me if you wish to discuss this matter.

Sincerely,

MAYALL HURLEY P.C.

By

JOHN P. BRISCOE

Enclosure



Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Brian Seekins (DOB [REDACTED]) hereby authorize Victory Powder Coating LLC to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
112 S. Church St.
Lodi, CA 95240
jbriscoe@mayalllaw.com

Dated: 2/29/2024 _____

DocuSigned by:

Signature _____
BAE1E6B060A94B9...

Brian Seekins

Print Name

EXHIBIT B

Victory Powder Coating Llc
4000 State Highway 273
Anderson, CA 96007

Earnings Statement



Period Starting: 08/10/2023
Period Ending: 08/23/2023
Pay Date: 08/25/2023

Taxable Marital Status: Single
Exemptions/Allowances: Tax Override:
Federal: 3 Federal:
State: 3 State:
Local: 0 Local:
Social Security Number: [REDACTED]

Brian Seekins
[REDACTED]

Earnings	rate	hours/units	this period	year to date
Regular	26.0000	70.62	1836.12	30464.72
Overtime	39.0000	2.20	85.80	1012.05
Sick			0.00	208.00
Personal			0.00	1375.92
Gross Pay			\$1,921.92	\$34,982.61
Statutory Deductions			this period	year to date
Federal Income			-255.79	3897.66
Social Security			-119.16	2168.92
Medicare			-27.87	507.25
California State Income			-108.82	1151.48
California State DI			-17.29	314.84
Net Pay			\$1,392.99	

Other Benefits and Information	this period	year to date
Personal		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	0.00	0.00
- Balance		80.00
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Total Hours Worked	72.82	1244.54
Deposits		
account number	transit/ABA	amount
[REDACTED]	XXXXXXXXXX	1392.99

Victory Powder Coating Llc
4000 State Highway 273
Anderson, CA 96007-2803

Important Notes

Basis of pay: Hourly

Your federal taxable wages this period are \$1,921.92

Victory Powder Coating Llc
4000 State Highway 273
Anderson, CA 96007

Pay Date: 08/25/2023

Deposited to the account	account number	transit/ABA	amount
Checking DirectDeposit	[REDACTED]	XXXXXXXXXX	1392.99

THIS IS NOT A CHECK

Brian Seekins
[REDACTED]

Company Code L8 / 2LH 28281237 Loc/Dept 01/1 Number 6655510 Page 1 of 1

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

Earnings Statement



Period Starting: 12/28/2023
Period Ending: 01/10/2024
Pay Date: 01/12/2024

Taxable Filing Status: Single

Exemptions/Allowances:

Federal: Std W/H Table
State: 0
Local: 0

Tax Override:

Federal: 0.00 Addnl
State:
Local:

Social Security Number

Brian Seekins

Earnings	rate	hours/units	this period	year to date
Regular	26.0000	69.85	1816.10	1816.10
Overtime	39.0000	0.02	0.78	0.78

Gross Pay			\$1,816.88	\$1,816.88
------------------	--	--	-------------------	-------------------

Statutory Deductions	this period	year to date
Federal Income	-242.81	242.81
Social Security	-112.65	112.65
Medicare	-26.34	26.34
California State Income	-104.51	104.51
California State DI	-19.99	19.99

Net Pay	\$1,310.58
----------------	-------------------

Other Benefits and Information

	this period	year to date
Personal		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	0.00	0.00
- Balance		80.00
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Total Hours Worked	69.87	69.87

Deposits

account number	transit/ABA	amount
	XXXXXXXXXX	1310.58

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007-2803

Important Notes

Basis of pay: Hourly

Your federal taxable wages this period are \$1,816.88

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

Pay Date: 01/12/2024

Deposited to the account

	account number	transit/ABA	amount
Checking DirectDeposit		XXXXXXXXXX	1310.58

THIS IS NOT A CHECK

Brian Seekins

Company Code L8 / 2LH 28281237 Loc/Dept 01/1 Number 8329 Page 1 of 1

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

Earnings Statement



Period Starting: 02/08/2024
Period Ending: 02/21/2024
Pay Date: 02/09/2024

Taxable Filing Status: Single
Exemptions/Allowances:

Federal: Std W/H Table
State: 0
Local: 0

Tax Override:

Federal: 0.00 Addnl
State: 76.96 Flat
Local:

Social Security Number: [REDACTED]

Brian Seekins

Earnings	rate	hours/units	this period	year to date
Regular	26.0000	6.73	174.98	6086.86
Overtime			0.00	43.68
PTO 80 HOURS	26.0000	80.00	2080.00	2080.00
Gross Pay			\$2,254.98	\$8,210.54
Statutory Deductions			this period	year to date
Federal Income			-194.29	781.12
Social Security			-139.81	509.05
Medicare			-32.69	119.05
California State Income			-76.96	310.88
California State DI			-24.81	90.32
Net Pay			\$1,786.42	

Other Benefits and Information	this period	year to date
PTO 80 HOURS		
- Carry Over		0.00
- Accrued Hours	0.00	80.00
- Taken Hours	80.00	80.00
- Balance		0.00
Sick		
- Carry Over		0.00
- Accrued Hours	0.00	40.00
- Taken Hours	0.00	0.00
- Balance		40.00
Total Hours Worked	6.73	235.23

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007-2803

Your federal taxable wages this period are \$2,254.98

Victory Powder Coating LLC
4000 State Highway 273
Anderson, CA 96007

96-505/1232

Payroll Check Number: 8329
Pay Date: 02/09/2024

Pay to the
order of:
This amount:

Brian Seekins

ONE THOUSAND SEVEN HUNDRED EIGHTY SIX AND 42/100

\$1,786.42

VOID - NON NEGOTIABLE VOID - NON NEGOTIABLE

UMPQUA BANK

Brian Seekins

EXHIBIT C

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay	
Employee: Seekins, Brian - Department: 1 - Shop Wages SSN: xxx-xx-7300										
8/25/2023	Regular	26.0000	70.62	1,836.12	1,921.92	FED FIT	255.79	CA SIT	108.82	1,392.99
	Overtime	39.0000	2.20	85.80		FED SOCSEC	119.16	CA SDI	17.29	DD
						FED	27.87			
						MEDCARE				
8/25/2023	Regular	26.0000	70.62	1,836.12	1,921.92	FED FIT	255.79	CA SIT	108.82	1,392.99
	Overtime	39.0000	2.20	85.80		FED SOCSEC	119.16	CA SDI	17.29	DD
						FED	27.87			
						MEDCARE				
8/25/2023	Regular	26.0000	-70.62	(1,836.12)	(1,921.92)	FED FIT	(255.79)	CA SIT	(108.82)	(1,392.99)
	Overtime	39.0000	-2.20	(85.80)		FED SOCSEC	(119.16)	CA SDI	(17.29)	
						FED	(27.87)			
						MEDCARE				
9/8/2023	Regular	26.0000	77.60	2,017.60	2,254.72	FED FIT	350.29	CA SIT	151.75	1,559.90
	Overtime	39.0000	6.08	237.12		FED SOCSEC	139.79	CA SDI	20.30	DD
						FED	32.69			
						MEDCARE				
9/22/2023	Regular	26.0000	78.80	2,048.80	2,085.07	FED FIT	309.88	CA SIT	134.39	1,462.53
	Overtime	39.0000	0.93	36.27		FED SOCSEC	129.28	CA SDI	18.76	DD
						FED	30.23			
						MEDCARE				
10/6/2023	Regular	26.0000	78.13	2,031.38	2,086.76	FED FIT	310.25	CA SIT	134.57	1,463.52
	Overtime	39.0000	1.42	55.38		FED SOCSEC	129.38	CA SDI	18.78	DD
						FED	30.26			
						MEDCARE				
10/20/2023	Regular	26.0000	78.92	2,051.92	2,081.17	FED FIT	309.02	CA SIT	133.99	1,460.22
	Overtime	39.0000	0.75	29.25		FED SOCSEC	129.03	CA SDI	18.73	DD
						FED	30.18			
						MEDCARE				
11/3/2023	Regular	26.0000	71.27	1,853.02	1,892.80	FED FIT	267.58	CA SIT	114.72	1,348.66
	Overtime	39.0000	1.02	39.78		FED SOCSEC	117.35	CA SDI	17.04	DD
						FED	27.45			
						MEDCARE				
11/17/2023	Regular	26.0000	78.65	2,044.90	2,069.08	FED FIT	306.36	CA SIT	132.76	1,453.05
	Overtime	39.0000	0.62	24.18		FED SOCSEC	128.29	CA SDI	18.62	DD
						FED	30.00			
						MEDCARE				
12/1/2023	Regular	26.0000	64.00	1,664.00	1,921.53	FED FIT	273.90	CA SIT	117.66	1,365.69
	Overtime	39.0000	1.27	49.53		FED SOCSEC	119.13	CA SDI	17.29	DD

Earnings Record

Check Date	Earnings	Rate	Hours	Amount	Gross	Federal Taxes	State/Local Taxes	Deductions	Net Pay
	Holiday	26.0000	8.00	208.00		FED MEDCARE	27.86		
12/15/2023	Regular	26.0000	79.80	2,074.80	2,081.43	FED FIT	309.08	CA SIT	1,460.37
	Overtime	39.0000	0.17	6.63		FED SOCSEC	129.05	CA SDI	DD
						FED MEDCARE	30.18		
12/29/2023	Regular	26.0000	68.90	1,791.40	1,999.40	FED FIT	291.03	CA SIT	1,411.79
	Holiday	26.0000	8.00	208.00		FED SOCSEC	123.96	CA SDI	DD
						FED MEDCARE	28.99		
1/12/2024	Regular	26.0000	69.85	1,816.10	1,816.88	FED FIT	242.81	CA SIT	1,310.58
	Overtime	39.0000	0.02	0.78		FED SOCSEC	112.65	CA SDI	DD
						FED MEDCARE	26.34		
1/26/2024	Regular	26.0000	78.25	2,034.50	2,051.27	FED FIT	169.84	CA SIT	1,638.43
	Overtime	39.0000	0.43	16.77		FED SOCSEC	127.18	CA SDI	DD
						FED MEDCARE	29.75		
2/9/2024	Regular	26.0000	79.28	2,061.28	2,087.41	FED FIT	174.18	CA SIT	1,664.69
	Overtime	39.0000	0.67	26.13		FED SOCSEC	129.41	CA SDI	DD
						FED MEDCARE	30.27		
2/9/2024	Regular		6.73	174.98	2,254.98	FED FIT	194.29	CA SIT	1,786.42
	PTO 80 HOURS		80.00	2,080.00		FED SOCSEC	139.81	CA SDI	Manual Check
						FED MEDCARE	32.69		No: 8329
Employee Totals :	Regular		980.80	\$25,500.80	\$28,604.42	FED FIT	\$3,764.30	CA SIT	\$20,778.84
	Overtime		15.58	\$607.62		FED SOCSEC	\$1,773.47	CA SDI	\$273.86
	PTO 80 HOURS		80.00	\$2,080.00		FED	\$414.76		
	Holiday		16.00	\$416.00		MEDCARE			