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16 Attorneys for Plaintiff JESUS SENCION,
17 on behalf of the general public as private attorney general,

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 JESUS SENCION, on behalf of the general
21 public as private attorney general,

22 Plaintiff,

23 v.

24 POTENTIAL INDUSTRIES, INC., a
25 California Corporation; and DOES 1-50,
26 inclusive,

27 Defendant.

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/05/2024 12:53 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

CASE NO.: **24STCV16740**

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

1 Plaintiff JESUS SENCION (“Plaintiff”), on behalf the general public and all non-exempt
2 aggrieved employees, acting on behalf of the California Attorney General as private attorney
3 general, asserts claims against POTENTIAL INDUSTRIES, INC., a California Corporation; and
4 DOES 1-50, inclusive, (“Defendant”) as follows:

5 **I. INTRODUCTION**

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

11 2. In this case, Defendant violated various provisions of the California Labor Code.
12 As set forth below, Defendant implemented policies and practices which led to Defendant’s: (a)
13 failure to provide meal periods for every work period exceeding more than five (5) or ten (10)
14 hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s
15 of pay in lieu of providing a meal period; (b) failure to provide rest breaks for every four hours or
16 major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an
17 additional hour’s of pay in lieu of providing a rest period; (c) failing to pay timely wages required
18 by Labor Code § 203; (d) failing to provide accurate itemized wage statements; (e) failing to
19 indemnify necessary business expenses. As a result, Plaintiff seeks penalties under Labor Code
20 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved
21 employees.

22 **II. JURISDICTION AND VENUE**

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

27 4. This Court has jurisdiction over Defendant because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

18 8. On information and belief, during the statutory liability period and continuing to
19 the present (“liability period”), Defendant consistently maintained and enforced against
20 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to provide meal
22 periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to
23 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
24 meal period; (b) failure to provide rest breaks for every four hours or major fraction thereof
25 worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay
26 in lieu of providing a rest period; (c) failing to pay timely wages required by Labor Code § 203;
27 (d) failing to provide accurate itemized wage statements; (e) failing to indemnify necessary
28 business expenses.

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

III. PARTIES

A. Plaintiff

10. Plaintiff, JESUS SENCION was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant in approximately January 2024 as a Non-Exempt Employee with the title of Driver and worked during the liability period for Defendant until Plaintiff's separation from Defendant's employ in approximately March 26, 2023. Plaintiff's duties included but were not limited to: driving the company truck.

11. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

d) not provided accurate itemized wage statements;

e) not timely paid wages;

f) not reimbursed necessary business expenses; and

1 12. On information and belief, Defendant willfully failed to pay all earned wages in the
2 form regular wages, meal and rest period premium wages to its Non-Exempt Employees and
3 Aggrieved Employees; nor has Defendant returned to Plaintiff or Aggrieved Employees, upon or
4 after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks
5 penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney
6 general and all other aggrieved employees.

7 **B. Defendant**

8 13. Defendant POTENTIAL INDUSTRIES, INC operate as a recycling business.
9 Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked
10 for Defendant over the last year.

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

17 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
18 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
19 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
20 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
21 action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all
22 respects pertinent hereto, and the acts of each defendant are legally attributable to the other
23 Defendant.

24 **IV. GENERAL ALLEGATIONS**

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

27 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
28 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing

1 rules and regulations of the IWC California Wage Orders.

2 18. Defendant continue to employ Non-Exempt Employees, however titled, in
3 California and implement a uniform set of policies and practices to all non-exempt employees, as
4 they were all engaged in the job duties related to Defendant's recycling business.

5 19. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
6 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
7 the requirements of California's wage and employment laws.

8 20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
9 Employees are citizens of the state of California.

10 21. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
11 Employees based upon an hourly rate.

12 22. Defendant failed to provide Plaintiff with an uninterrupted duty-free meal period as
13 required by law.

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

17 24. Plaintiff and Aggrieved Employees missed meal breaks several times a week and
18 had late meal breaks. Meal breaks were interrupted daily and lasted for less than the 30 minutes
19 required by law. Defendant failed to pay premium wages for missed, short or late meal breaks.

20 25. Defendant also unlawfully deducted a full 30-minutes of time for meal periods no
21 matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved
22 Employees. Resulting in an underpayment of minimum and overtime wages.

23 26. Indeed, during the relevant time, as a consequence of Defendant's staffing and
24 scheduling practices, work demands, and Defendant's policies and practices, Defendant frequently
25 failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant uninterrupted
26 30-minute meal periods on shifts over five hours as required by law.

27 27. Similarly, as a consequence of Defendant's staffing and scheduling practices, work
28 demands, and Defendant's policies and practices, Defendant frequently failed to provide Plaintiff

1 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
2 required by law.

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

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

7 30. Despite the above-mentioned meal period violations, Defendant 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 31. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
12 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
13 were entitled to receive premium wages based on their regular rate of pay under Labor Code
14 §226.7 but were not receiving such compensation.

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

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

26 34. Despite the above-mentioned rest period violations, Defendant did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
28 pay at their regular rate as required by California law, including Labor Code section 226.7 and the

1 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
2 permitted.

3 35. On information and belief, during the relevant time frame, Defendant failed to
4 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
5 the purchase of chains, ropes, and gloves. Plaintiff and Aggrieved Employees were forced to pay
6 for supplies out-of-pocket and Defendant failed to reimburse employees for these necessary
7 business expenses.

8 36. Defendant also failed to provide accurate, lawful itemized wage statements to
9 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
10 addition, upon information and belief, Defendant omitted an accurate itemization of total hours
11 worked, including premiums due and owing for meal and rest period violations, overtime pay,
12 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements. In
13 addition, upon information and belief, Defendant omitted an accurate itemization of the premiums
14 due and owing for meal and rest period violations from Plaintiff and the Aggrieved Employees'
15 wage statements.

16 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendant knew that at the time of termination of employment (or within 72 hours
18 thereof for resignations without prior notice as the case may be) they had a duty to accurately
19 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
20 meal and rest period premiums, and that Defendant had the financial ability to pay such
21 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
22 because of the above-specified violations.

23 38. Plaintiff received his final pay but was not able to cash the check as it was
24 unauthorized. Defendant failed to rectify unauthorized check in violation of Labor Code section
25 203. Plaintiff has yet to receive his final pay.

26 39. Upon information and belief, Defendant knew and or should have known that it is
27 improper to implement policies and commit unlawful acts such as:

28 (a) requiring employees to work four (4) hours or a major fraction thereof without

1 being provided a minimum ten (10) minute rest period and without compensating the employees
2 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
3 rest period was not provided;

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

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

9 (d) failing to timely pay Plaintiff and Aggrieved Employees;

10 (e) failing to reimburse necessary business expenses; and

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

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

19 **REPRESENTATIVE CLAIMS**

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

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

23 42. On April 29, 2024, Plaintiff complied with notice requirements pursuant to Labor
24 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
25 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
26 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
27 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
28 representative capacity. The substance and violations set forth in this Complaint of which the

1 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
2 Action Complaint to the LWDA.

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

6 44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
7 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
8 including without limitation Labor Code section 201-203, 226.3, 226.7, 510, 512, 558, 1174,
9 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
10 California Code of Regulations, Title 8, section 11000 *et seq.*

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

14 46. Defendant violated Labor Code section 200, 558, 1194, 1197, by failing to
15 accurately pay at least minimum wages due as a result of Defendant's requiring Plaintiff and
16 aggrieved Employees to work off-the-clock as outlined above.

17 47. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
18 overtime wages owed as discussed above due to Defendant's failure to incorporate bonuses and
19 other forms of remuneration as described above into the regular rate of pay for overtime
20 calculation purposes. Defendant further failed to accurately pay overtime wages due to
21 Defendant's requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
22 Therefore, Defendant violated section 510, and 1194 by not compensating its Non-Exempt
23 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
24 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
25 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
26 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
27 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
28 seventh day of work in a particular work week.

1 48. Defendant failed to provide Plaintiff and all other aggrieved employees
2 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendant implemented
3 and enforced policies of on duty meal period practices which required employees to work during
4 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
5 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
6 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
7 time of trial.

8 49. Plaintiff, and on information and belief, all aggrieved employees, were
9 systematically not permitted or authorized to take ten minute rest periods for every four hours
10 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
11 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
12 hour of wages for every day in which a rest period was missed or untimely as a result of
13 Defendant's policies, practices, or work demands. By failing to authorize and permit a ten-minute
14 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
15 Employees, and by failing to provide compensation for such non-provided or shortened rest
16 periods, as alleged above, Defendant willfully violated the provisions of Labor Code sections
17 226.7, 512 and the applicable IWC Wage Order.

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

25 51. Plaintiff and all other aggrieved employees who were separated from employment
26 are entitled to compensation for all forms of wages earned, including but not limited to
27 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
28 have not received such compensation, therefore entitling them to penalties under PAGA for

1 violations of Labor Code sections 201-203.

2 52. On information and belief, Defendant willfully failed to pay all wages due and
3 owing upon separation from employment. These wages include but are not limited to regular and
4 overtime wages, and meal and rest period premiums.

5 53. On information and belief, Defendant willfully failed to pay all wages due and
6 owing upon separation from employment. These wages include minimum and overtime wages.

7 54. On information and belief, Defendant failed to provide accurate itemized wage
8 statements which failed to include the rate of pay and total hours worked per pay period, failed to
9 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
10 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
11 to Labor Code section 226(a).

12 55. Defendant has failed to provide Plaintiff and aggrieved Employees rates of pay and
13 the hours for which they worked for any given pay period.

14 56. Defendant has failed to accurately record all time worked.

15 57. Defendant has also failed to accurately record the meal and rest period premiums
16 owed and all wages owed per pay period.

17 58. Plaintiff and aggrieved Employees have been injured as they were unable to
18 determine whether they had been paid correctly for all hours worked per pay period among other
19 things.

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

25 60. On information and belief, Defendant failed to reimburse Plaintiff and aggrieved
26 Employees for business expenses incurred as described above. Labor Code § 2802 requires
27 Defendant to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
28 direct consequences of the discharge of his or her duties. Despite these realities of the job,

1 Defendant failed to provide reimbursements.

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

6 62. 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 63. 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 a. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

14 b. In relevant part, Section 5 of the applicable wage order provides:

15 (A) Each workday an employee is required to report for work and does report,
16 but is not put to work or is furnished less than half said employee’s usual or scheduled
17 day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular
rate of pay, which shall not be less than the minimum wage.

18 c. Defendant failed to pay reporting time wages. In particular, Plaintiff and the
19 Aggrieved Employees were forced to report to work and were furnished with less
than half the employee’s usual or scheduled day’s work.

20 64. In fact, Plaintiff and Aggrieved Employees reported to work at Defendant’s
21 direction, and then were sent home – without the legal compensation. By failure to pay hourly
22 wages for reporting time, Defendant willfully violated Labor Code sections 1194, 1197, 1198, and
23 IWC Wage Orders 1.

24 65. Additionally, Defendant has no accurate records relating to aggrieved employees’
25 work periods, meal periods, total daily hours worked, total hours worked per payroll period and
26 applicable pay rates, in violation of Wage Order. Similarly, Defendant failed to maintain accurate
27 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

28 66. As a result of Defendant’s unlawful conduct, Plaintiff and aggrieved employees

1 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
2 worked.

3 67. Plaintiff and the Representative aggrieved Employees are entitled to recover
4 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

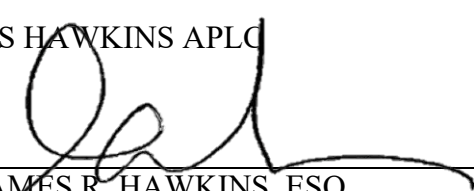
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

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

10
11
12 Dated: July 5, 2024

JAMES HAWKINS APLC

13
14 By: 

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

17 Attorneys for Plaintiff JESUS SENCION on
18 behalf of the general public as private attorney
19 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

April 26, 2024

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

POTENTIAL INDUSTRIES, INC., a California Corporation
Agent for Service of Process:
JESSICA CHEN
720 EAST E. ST.
WILMINGTON, CA 90744
Receipt No.: 9589 0710 5270 0748 0709 66

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

To Whom It May Concern:

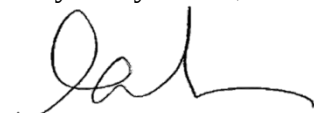
PLEASE TAKE NOTICE that plaintiff JESUS SENCION individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency POTENTIAL INDUSTRIES, INC., a California Corporation through their 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,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint