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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

JUAN VILLARREAL ROMERO,
individually, and on behalf of other
members of the general public similarly
situated, and as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"),

Plaintiff,

vs.

LA TERRA FINA USA, LLC, a Delaware
limited liability company; and **DOES 1**
through 10, inclusive,

Defendants.

Case No.: 25CV120906

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Juan Villarreal Romero, individually and on behalf of all other members of
2 the public similarly situated and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of
5 Information forms with the California Secretary of State designating a principal place of
6 business in Union City, County of Alameda, in accordance with California Corporations Code
7 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
8 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
9 substantial portion of the transactions and occurrences related to this action occurred in this
10 county.

11 **THE PARTIES**

12 4. Plaintiff Juan Villarreal Romero is a resident of Fremont, in Alameda County,
13 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
14 approximately January 2024 to February 2025. Plaintiff worked for Defendants as a
15 Maintenance Mechanic at their facility in Union City, California. During his employment,
16 Plaintiff typically worked ten (10) hours or more per day and five (5) days per week.
17 Plaintiff's primary job duties included, without limitation, facility and production equipment
18 maintenance and repairs.

19 5. LA TERRA FINA USA, LLC was and is, upon information and belief, a
20 Delaware limited liability company, and at all times hereinafter mentioned, an employer
21 whose employees are engaged throughout this county and the State of California.

22 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
23 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
24 amend the complaint and serve such fictitiously named Defendants once their names and
25 capacities become known.

26 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of LA TERRA FINA USA, LLC, at all
28 relevant times.

1 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
2 acts and omissions alleged herein was performed by, or is attributable to LA TERRA FINA
3 USA, LLC and/or DOES 1 through 10 (collectively, “Defendants” or “LTF”), each acting as
4 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
5 other co-Defendants and was acting within the course and scope of such agency, employment,
6 joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts
7 of any and all Defendants were in accordance with, and represent, the official policy of
8 Defendants.

9 9. At all relevant times, Defendants, and each of them, ratified each and every act
10 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
11 and abetted the acts and omissions of each and all the other Defendants in proximately causing
12 the damages herein alleged.

13 10. Plaintiff is informed and believes, and thereon alleges, that each of said
14 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
15 omissions, occurrences, and transactions alleged herein.

16 **GENERAL ALLEGATIONS**

17 11. Defendants are a ready-made food company that manufactures dips and spreads
18 for distribution to grocery stores and other retailers nationwide. Upon information and belief,
19 Defendants maintain a single, centralized Human Resources (“HR”) department at their
20 company headquarters in Union City, California, which is responsible for the recruiting and
21 hiring of new employees, and communicating and implementing Defendants’ company-wide
22 policies, including timekeeping policies and meal and rest period policies, to employees
23 throughout California.

24 12. In particular, Plaintiff and class members, on information and belief, received
25 the same standardized documents and/or written policies. Upon information and belief, the
26 usage of standardized documents and/or written policies, including new-hire documents,
27 indicate that Defendants dictated policies at the corporate level and implemented them
28 company-wide, regardless of their employees’ assigned locations or positions. Upon

1 information and belief, Defendants set forth uniform policies and procedures in several
2 documents provided at an employee's time of hire.

3 13. Upon information and belief, Defendants maintain a centralized Payroll
4 department at their company headquarters in Union City, California, which processes payroll
5 for all non-exempt, hourly paid employees working for Defendants at their various locations
6 in California, including Plaintiff and class members. Based upon information and belief,
7 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
8 employees in California, irrespective of their work locations. Upon information and belief,
9 Defendants process payroll for departing employees in the same manner throughout the State
10 of California, regardless of the manner in which each employee's employment ends.

11 14. Defendants continue to employ non-exempt or hourly paid employees in
12 California.

13 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
15 and advisors knowledgeable about California labor and wage law, employment and personnel
16 practices, and about the requirements of California law.

17 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
18 members were not paid for all hours worked because all hours worked were not recorded.

19 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive certain wages for
21 overtime compensation and that they were not receiving certain wages for overtime
22 compensation.

23 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive at least minimum
25 wages for compensation and that they were not receiving at least minimum wages for work
26 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
27 and class members were not paid at least minimum wages for work done off-the-clock.

28 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to meal periods in
2 accordance with the California Labor Code and applicable IWC Wage Order or payment of
3 one (1) additional hour of pay at their regular rates of pay when they were not provided with
4 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
5 were not provided with all meal periods or payment of one (1) additional hour of pay at their
6 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
7 period.

8 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to rest periods in
10 accordance with the California Labor Code and applicable IWC Wage Order or payment of
11 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
12 permitted to take a compliant rest period and that Plaintiff and class members were not
13 authorized and permitted to take compliant rest periods or provided with payment of one (1)
14 additional hour of pay at their regular rates of pay when they were not authorized and
15 permitted to take a compliant rest period.

16 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive complete and
18 accurate wage statements in accordance with California law. In violation of the California
19 Labor Code, Plaintiff and class members were not provided complete and accurate wage
20 statements.

21 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they had a duty to maintain accurate and complete payroll records in
23 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
24 knowingly, and intentionally failed to do so.

25 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to timely payment of all
27 wages earned upon termination of employment. In violation of the California Labor Code,
28 Plaintiff and class members did not receive payment of all wages due, including, but not

1 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
2 permissible time periods.

3 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to timely payment of wages
5 during their employment. In violation of the California Labor Code, Plaintiff and class
6 members did not receive payment of all wages, including, but not limited to, overtime wages,
7 minimum wages, and/or meal and rest period premiums, within permissible time periods.

8 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive full
10 reimbursement for all business-related expenses and costs they incurred during the course and
11 scope of their employment and that they did not receive full reimbursement of applicable
12 business-related expenses and costs incurred.

13 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that Defendants had a duty to provide
15 Plaintiff and class members with written notice of the material terms of their employment with
16 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

17 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate
19 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
20 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
21 falsely represented to Plaintiff and class members that they were properly denied wages, all in
22 order to increase Defendants' profits.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 28. At all times herein set forth, PAGA provides that any provision of law under
25 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
26 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
27 violations of the California Labor Code and applicable IWC Wage Order may, as an
28 alternative, be recovered by aggrieved employees in a civil action brought on behalf of

1 themselves and other current or former employees pursuant to procedures outlined in
2 California Labor Code section 2699.3.

3 29. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
4 “any person who was employed by the alleged violator and personally suffered each of the
5 violations alleged.”

6 30. Plaintiff and other current and former employees of Defendants are “aggrieved
7 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
8 current or former employees and each of the alleged violations were committed against them.

9 31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
10 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
11 following requirements have been met:

- 12 (a) The aggrieved employee or representative shall give written notice by
13 online filing with the LWDA and by certified mail to the employer of
14 the specific provisions of the California Labor Code alleged to have
15 been violated, including the facts and theories to support the alleged
16 violation.
- 17 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
18 2699.3(a) and any employer response to that notice shall be
19 accompanied by a filing fee of seventy-five dollars (\$75).
- 20 (c) The LWDA shall notify the employer and the aggrieved employee or
21 representative by certified mail that it does not intend to investigate the
22 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
23 the postmark date of the aggrieved employee’s notice. Upon receipt of
24 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
25 (65) calendar days of the postmark date of the aggrieved employee’s
26 notice, the aggrieved employee may commence a civil action pursuant
27 to California Labor Code section 2699 to recover civil penalties.

28 32. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,

1 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
2 provision other than those listed in Section 2699.5 after the following requirements have been
3 met:

- 4 (a) The aggrieved employee or representative shall give written notice by
5 online filing with the LWDA and by certified mail to the employer of
6 the specific provisions of the California Labor Code alleged to have
7 been violated (other than those listed in Section 2699.5), including the
8 facts and theories to support the alleged violation.
- 9 (b) An aggrieved employee's notice filed with the LWDA pursuant to
10 2699.3(c) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The employer may cure the alleged violation within thirty-three (33)
13 calendar days of the postmark date of the notice sent by the aggrieved
14 employee or representative. The employer shall give written notice
15 within that period of time by certified mail to the aggrieved employee or
16 representative and by online filing with the LWDA if the alleged
17 violation is cured, including a description of actions taken, and no civil
18 action pursuant to Section 2699 may commence. If the alleged violation
19 is not cured within the 33-day period, the aggrieved employee may
20 commence a civil action pursuant to Section 2699.

21 33. On May 1, 2025, Plaintiff provided written notice by online filing to the
22 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
23 Code alleged to have been violated, including facts and theories to support the alleged
24 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
25 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
26 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
27 Plaintiff PAGA Case Number LWDA-CM-1096028-25. A true and correct copy of Plaintiff's
28 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

1 34. As of the filing date of this complaint, over 65 days have passed since Plaintiff
2 sent the notice described above to the LWDA, and the LWDA has not responded that it
3 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

4 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
5 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
6 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
7 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

8 36. Labor Code section 558(a) provides "[a]ny employer or other person acting on
9 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial Welfare
11 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was
13 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was underpaid" Labor
15 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
16 to any other civil or criminal penalty provided by law."

17 37. Defendants, at all times relevant to this complaint, were employers or persons
18 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
19 rights by violating various sections of the California Labor Code as set forth above.

20 38. As set forth below, Defendants have violated numerous provisions of both the
21 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
22 Order.

23 39. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
24 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
25 public interest as a private attorney general, seeks assessment and collection of civil penalties
26 and injunctive relief for himself, all other aggrieved employees, and the State of California
27 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),
28 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and

1 2810.5.

2 **CLASS ACTION ALLEGATIONS**

3 40. Plaintiff brings this action on his own behalf, as well as on behalf of each and
4 all other persons similarly situated, and thus seeks class certification under California Code of
5 Civil Procedure section 382.

6 41. All claims alleged herein arise under California law for which Plaintiff seeks
7 relief authorized by California law.

8 42. Plaintiff's proposed class consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial ("Class").

11 43. Plaintiff's proposed subclass consists of and is defined as follows:

12 All persons who worked for Defendants as non-exempt, hourly
13 paid employees in California and who received at least one wage
14 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

15 44. Members of the Class and Subclass are referred to herein as "class members."

16 45. Plaintiff reserves the right to redefine the Class and Subclass and to add
17 additional subclasses as appropriate based on further investigation, discovery, and specific
18 theories of liability.

19 46. There are common questions of law and fact as to class members that
20 predominate over questions affecting only individual members, including, but not limited to:

- 21 (a) Whether Defendants required Plaintiff and class members to work over
22 eight (8) hours per day, over twelve (12) hours per day, or over forty
23 (40) hours per week and failed to pay all legally required overtime
24 compensation to Plaintiff and class members;
- 25 (b) Whether Defendants failed to pay Plaintiff and class members at least
26 minimum wages for all hours worked;
- 27 (c) Whether Defendants failed to provide Plaintiff and class members with
28 meal periods;

- 1 (d) Whether Defendants failed to authorize and permit Plaintiff and class
2 members to take rest periods;
- 3 (e) Whether Defendants provided Plaintiff and class members with
4 complete and accurate wage statements as required by California Labor
5 Code section 226(a);
- 6 (f) Whether Defendants maintained accurate payroll records as required by
7 California Labor Code section 1174(d);
- 8 (g) Whether Defendants failed to pay earned overtime wages, minimum
9 wages, and/or meal and rest period premiums due to Plaintiff and class
10 members upon their discharge;
- 11 (h) Whether Defendants failed timely to pay overtime wages, minimum
12 wages, and/or meal and rest period premiums due to Plaintiff and class
13 members during their employment;
- 14 (i) Whether Defendants failed to reimburse Plaintiff and class members for
15 necessary and required business-related expenditures and/or losses
16 incurred by them in the scope of their employment;
- 17 (j) Whether Defendants failed to provide written notice of information
18 material to Plaintiff's and class members' employment with Defendants;
- 19 (k) Whether Defendants engaged in unlawful and unfair business practices
20 in violation of California Business & Professions Code sections 17200,
21 *et seq.*; and
- 22 (l) The appropriate amount of damages, restitution, or monetary penalties
23 resulting from Defendants' violations of California law.

24 47. There is a well-defined community of interest in the litigation and the class
25 members are readily ascertainable:

- 26 (a) Numerosity: The class members are so numerous that joinder of all
27 members would be unfeasible and impractical. The membership of the
28 entire class is unknown to Plaintiff at this time; however, the class is

1 estimated to be greater than one hundred (100) individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' employment records.

- 4 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
5 protect the interests of each class member with whom he has a well-
6 defined community of interest, and Plaintiff's claims (or defenses, if
7 any) are typical of all class members as demonstrated herein.
- 8 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
9 protect the interests of each class member with whom he has a well-
10 defined community of interest and typicality of claims, as demonstrated
11 herein. Plaintiff acknowledges that he has an obligation to make known
12 to the Court any relationship, conflicts or differences with any class
13 member. Plaintiff's attorneys, the proposed class counsel, are versed in
14 the rules governing class action discovery, certification, and settlement.
15 Plaintiff has incurred, and throughout the duration of this action, will
16 continue to incur costs and attorneys' fees that have been, are, and will
17 be necessarily expended for the prosecution of this action for the
18 substantial benefit of each class member.
- 19 (d) Superiority: The nature of this action makes the use of class action
20 adjudication superior to other methods. A class action will achieve
21 economies of time, effort, and expense as compared with separate
22 lawsuits, and will avoid inconsistent outcomes because the same issues
23 can be adjudicated in the same manner and at the same time for the
24 entire class.
- 25 (e) Public Policy Considerations: Employers in the State of California
26 violate employment and labor laws every day. Current employees are
27 often afraid to assert their rights out of fear of direct or indirect
28 retaliation. Former employees are fearful of bringing actions because

1 they believe their former employers might damage their future
2 endeavors through negative references and/or other means. Class
3 actions provide the class members who are not named in the complaint
4 with a type of anonymity that allows for the vindication of their rights
5 while simultaneously protecting their privacy.

6 **FIRST CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
8 **(Against all Defendants)**

9 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 49. Labor Code section 1198 makes it illegal to employ an employee under
12 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
13 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
14 shall be the . . . standard conditions of labor for employees. The employment of any employee
15 . . . under conditions of labor prohibited by the order is unlawful.”

16 50. California Labor Code section 1198 and the applicable IWC Wage Order
17 provide that it is unlawful to employ persons without compensating them at a rate of pay
18 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
19 number of hours worked by the person on a daily or weekly basis.

20 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
21 were required to pay Plaintiff and class members working more than eight (8) hours in a day
22 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
23 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
24 workweek.

25 52. The applicable IWC Wage Order further provides that Defendants are and were
26 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
27 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
28 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the

1 employee, including nondiscretionary bonuses and incentive pay.

2 53. California Labor Code section 510 codifies the right to overtime compensation
3 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
4 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
5 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
6 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
7 in a day on the seventh (7th) day of work.

8 54. During the relevant time period, Defendants willfully failed to pay all overtime
9 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
10 class members were not paid overtime premiums for all of the hours they worked in excess of
11 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
12 hours in a week, because all hours worked were not recorded.

13 55. First, Defendants had, and continue to have, a company-wide policy and/or
14 practice of discouraging and impeding employees from recording hours worked that were
15 outside of their scheduled shifts in order to limit the amount of overtime employees could
16 accrue. Defendants' "Overtime" policy states, in part, "Employees may work overtime only
17 with prior management authorization." As a result, Defendants required Plaintiff and class
18 members to perform various work-related tasks off-the- after their scheduled shifts and on
19 their days off. For example, after the end of his shifts and on his days off, Plaintiff was
20 required to speak to his manager or coworkers over the phone and text message about repair
21 and maintenance questions for 15 minutes to 1 hour per instance, depending on the severity of
22 the issue. However, Plaintiff was not allowed to record this time spent working. Thus,
23 Defendants failed to track all of the time that employees spent working after their scheduled
24 shifts and days off, and Plaintiff and class members received no compensation for this time.

25 56. Second, Defendants had, and continue to have, company-wide policies and/or
26 practices of understaffing their facility while assigning heavy workloads, including pressuring
27 employees to meet production quotas for the facility. The pressure to meet these productivity
28 requirements resulted in Plaintiff and class members handling approximately 5-10

1 maintenance and repair jobs per shift. Defendants' policies and/or practices resulted in a
2 failure to provide Plaintiff and class members with adequate meal period coverage, such that
3 there were too few employees on duty to handle the workload, i.e. completing the number of
4 time-sensitive repairs and maintenance projects at the facility while keeping production
5 running at capacity, and thus, Plaintiff and class members were not always afforded
6 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
7 period. Defendants also had a practice of failing to schedule meal periods, which further
8 caused Plaintiff and class members to not be relieved of their duties for compliant meal
9 periods. Additionally, Defendants had, and continue to have, a company-wide policy and/or
10 practice of requiring that Plaintiff and class members respond to their company-issued radios
11 at all times, including during meal periods. As a result, Defendants' management and
12 coworkers contacted Plaintiff on his company-issued radio during meal periods to discuss
13 work-related matters and to tell him to cut his meal periods short and return to work to help
14 with various repair tasks. Thus, Plaintiff and class members worked through meal periods
15 and/or had meal periods cut short or interrupted in order to handle their workloads and meet
16 Defendants' expectations. Defendants did not compensate Plaintiff and class members for the
17 time they spent working off the clock during unpaid meal periods.

18 57. Defendants knew or should have known that as a result of these company-wide
19 practices and/or policies, Plaintiff and class members were performing their assigned duties
20 off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to
21 perform work for which they were not paid. Because Plaintiff and class members worked
22 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-
23 the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members
24 were not paid overtime wages for all of the overtime hours they actually worked.

25 58. Defendants' failure to pay Plaintiff and class members the balance of overtime
26 compensation as required by California law, violates the provisions of California Labor Code
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
28 members are entitled to recover from Defendants their unpaid overtime compensation, as well

as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Against all Defendants)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

60. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

61. As stated above, during the relevant time period, as a result of Defendants' policy of limiting the amount of overtime employees could accrue, Defendants required Plaintiff and class members to perform work-related tasks while off-the-clock, including communicating with managers and coworkers over the phone and text message after their scheduled shifts and on their days off. As also stated, due to Defendants' policies and/or practices of understaffing, assigning heavy workloads (including pressure to meet production quotas and other productivity requirements), failing to schedule meal periods, and requiring employees to respond to their company-issued radios during meal periods, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

62. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked

1 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
2 1198.

3 63. Defendants' failure to pay Plaintiff and class members minimum wages violates
4 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
5 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
6 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
7 interest thereon.

8 **THIRD CAUSE OF ACTION**

9 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

10 **Violations**

11 **(Against all Defendants)**

12 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 65. At all relevant times herein set forth, California Labor Code section 512(a)
15 provides that an employer may not require, cause, or permit an employee to work for a period
16 of more than five (5) hours per day without providing the employee with a meal period of not
17 less than thirty (30) minutes, except that if the total work period per day of the employee is
18 not more than six (6) hours, the meal period may be waived by mutual consent of both the
19 employer and the employee. Under California law, first meal periods must start after no more
20 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

21 66. At all relevant times herein set forth, California Labor Code sections 226.7,
22 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
23 meal period mandated by an applicable order of the IWC.

24 67. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
25 and the applicable IWC Wage Order also require employers to provide a second meal period
26 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
27 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
28 total hours worked is no more than twelve (12) hours, the second meal period may be waived

1 by mutual consent of the employer and the employee only if the first meal period was not
2 waived.

3 68. First, as stated, Defendants had, and continue to have, company-wide policies
4 and/or practices of understaffing their facility while assigning heavy workloads (including
5 implementing production quotas and productivity requirements), resulting in a failure to
6 provide Plaintiff and class members with adequate meal period coverage. Because
7 Defendants did not employ or staff a sufficient number of employees to meet the facility's
8 productivity demands, there was no one available to relieve employees needing meal period
9 coverage, and Plaintiff and class members were not always afforded timely, uninterrupted 30-
10 minute meal periods during shifts when they were entitled to receive a meal period. Further,
11 as stated, Defendants had a company-wide practice and/or policy of failing to schedule meal
12 periods, which further caused Plaintiff and class members to not be relieved of their duties for
13 compliant meal periods.

14 69. Second, as also stated, Defendants had a company-wide policy and/or practice
15 of requiring that Plaintiff and class members respond to company-issued radios at all times,
16 including during meal periods, in order to meet Defendants' expectations. As a result,
17 Defendants' management and coworkers contacted Plaintiff and class members on their
18 company-issued radios during meal periods to discuss work-related matters, resulting in
19 noncompliant, interrupted meal periods.

20 70. Defendants' practices and policies prevented Plaintiff and class members from
21 taking all compliant meal periods to which they were entitled. As a result, Plaintiff and class
22 members had to work through all or part of their meal periods, had their meal periods
23 interrupted, and/or had to wait extended periods of time before taking meal periods. For
24 example, as stated, Plaintiff often had his meal periods cut short by 10-15 minutes to return to
25 work because there were not enough mechanics to address outstanding repair jobs. As a
26 further example, Plaintiff frequently took his meal periods late, after the fifth hour of work,
27 due to the lack of coverage while he was addressing an existing repair job.

28 71. Third, Defendants did not provide Plaintiff and class members with second 30-

1 minute meal periods on days that they worked in excess of 10 hours in one day. During his
2 employment, Plaintiff regularly worked shifts in excess of ten (10) or more hours per day but
3 was not always provided a second 30-minute meal period. Plaintiff and class members did not
4 sign valid meal period waivers on days that they were entitled to meal periods and were not
5 relieved of all duties.

6 72. At all times herein mentioned, Defendants knew or should have known that, as
7 a result of these policies, Plaintiff and class members were prevented from being relieved of
8 all duties and required to perform some of their assigned duties during meal periods.
9 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
10 members all meal period premiums when meal periods were missed, shortened, interrupted,
11 and/or late.

12 73. Moreover, Defendants engaged in a company-wide practice and/or policy of
13 not paying meal period premiums owed when compliant meal periods are not provided.
14 Because of this practice and/or policy, Plaintiff and class members have not received premium
15 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to
16 provide Plaintiff and class members compliant meal periods in violation of California Labor
17 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

18 74. Defendants' conduct violates the applicable IWC Wage Order, and California
19 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
20 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
21 rate of compensation for each work day that the meal period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 24 **(Against all Defendants)**

25 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 76. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class

members' employment by Defendants.

77. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

78. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

79. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

80. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide practices, including understaffing and assigning heavy workloads, including pressuring employees to meet productivity requirements, prevented Plaintiff and class members from being relieved of all duty to take rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class members not being authorized and permitted to take rest periods.

1 81. In addition, Defendants engaged in a company-wide policy and/or practice
2 requiring that Plaintiff and class members respond to company-issued radios during rest
3 periods to respond to work-related questions and repair requests, which prevented Plaintiff
4 and class members from being able to uninterrupted take rest periods.

5 82. Furthermore, upon information and belief, during the relevant time period,
6 Defendants maintained a company-wide on-premises rest period policy, which effectively
7 required that Plaintiff and class members remain on the work premises during their rest
8 periods. Because Plaintiff and class members were restricted from leaving the premises
9 during rest periods, they were denied the ability to use their rest periods freely for their own
10 purposes, such as running personal errands. Thus, Defendants effectively maintained control
11 over Plaintiff and class members during rest periods.

12 83. As a result of Defendants' practices and policies, Plaintiff and class members
13 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
14 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff had
15 to forgo nearly all of his rest periods altogether due to the lack of rest period coverage.

16 84. Defendants have also engaged in a company-wide practice and/or policy of not
17 paying rest period premiums owed when compliant rest periods are not authorized and
18 permitted. Because of this practice and/or policy, Plaintiff and class members have not
19 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
20 class members rest periods and failed to pay them rest period premiums due, in violation of
21 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

22 85. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
24 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
25 compensation for each work day that a compliant rest period was not authorized and
26 permitted.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 87. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 88. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name
16 and address of the legal entity that is the employer; and all applicable hourly rates in effect
17 during the pay period, including rates of pay for overtime wages, and the corresponding
18 number of hours worked at each hourly rate. Specifically, Defendants violated sections
19 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

20 89. Because Defendants did not record the time Plaintiff and Subclass members
21 spent working off the clock, Defendants did not list the correct amount of gross wages and net
22 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
23 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
24 worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list
25 the applicable hourly rates of pay in effect during the pay period and the corresponding
26 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

27 90. The wage statement deficiencies also include, among other things, failing to list
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on

1 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
2 for which employees were paid; failing to list the name of the employee and only the last four
3 digits of his or her social security number or an employee identification number other than a
4 social security number; failing to list the name and address of the legal entity that is the
5 employer; and/or failing to state all hours worked as a result of not recording or stating hours
6 worked off-the-clock.

7 91. California Labor Code section 1174(d) provides that “[e]very person employing
8 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
9 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
12 applicable piece rate paid to, employees employed at the respective plants or
13 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
14 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
15 members showing the daily hours they worked and the wages paid thereto as a result of failing
16 to record the off-the-clock hours that they worked.

17 92. California Labor Code section 1198 provides that the maximum hours of work
18 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
19 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
20 employment of any employees for longer hours than those fixed by the order or under
21 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
22 Wage Order, employers are required to keep accurate time records showing when the
23 employee begins and ends each work period and meal period. During the relevant time
24 period, Defendants engaged in company-wide practices and/or policies of failing to record
25 actual hours worked, and thereby failed to keep accurate records of work period and meal
26 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
27 Also, in light of Defendants’ failure to provide Plaintiff and Subclass members with second
28 30-minute meal periods to which they were entitled, Defendants kept no records of meal start

1 and end times for second meal periods.

2 93. Plaintiff and Subclass members are entitled to recover from Defendants the
3 greater of their actual damages caused by Defendants' failure to comply with California Labor
4 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
5 employee.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
8 **Termination**
9 **(Against all Defendants)**

10 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 95. This cause of action is dependent upon, and wholly derivative of, the overtime
13 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
14 Plaintiff and those class members no longer employed by Defendants upon their termination.

15 96. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
16 that if an employer discharges an employee, the wages earned and unpaid at the time of
17 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
18 her employment, his or her wages shall become due and payable not later than seventy-two
19 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
20 his or her intention to quit, in which case the employee is entitled to his or her wages at the
21 time of quitting.

22 97. Defendants willfully failed to pay Plaintiff and class members who are no
23 longer employed by Defendants the earned and unpaid wages set forth above, including but
24 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
25 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
26 employ.

27 98. Defendants' failure to pay Plaintiff and class members who are no longer
28 employed by Defendants their wages earned and unpaid at the time of discharge, or within

seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

100. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

101. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

102. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

103. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than

seven (7) calendar days following the close of the payroll period.

104. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

105. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

107. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

108. First, during the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and class members use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example,

1 Plaintiff used his personal cellular phone to communicate with Defendants' management
2 regarding work-related matters, to photograph and send pictures of repairs, and to send repair-
3 related documents as the company-provided tablets were often unreliable or not suitable for
4 use. Although Defendants required Plaintiff and class members to utilize their personal
5 mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants
6 failed to reimburse them for this cost.

7 109. Second, during the relevant time period, Defendants had a company-wide
8 policy of requiring Plaintiff and class members to utilize their own personal vehicles to carry
9 out company business, but failed to reimburse them for all costs of travel, including mileage.
10 For example, on at least four (4) occasions, Defendants required Plaintiff to make an
11 approximately 52-mile round trip to Oakland to attend trainings. Although Defendants
12 required Plaintiff and class members to utilize their own vehicles to carry out their work-
13 related responsibilities, Defendants did not reimburse them for their travel expenses.

14 110. Defendants could have provided Plaintiff and class members with the actual
15 equipment for use on the job, such as company mobile devices and company vehicles. Or,
16 Defendants could have reimbursed employees for their mobile device usage, travel expenses,
17 and mileage. Instead, Defendants passed these operating costs onto Plaintiff and class
18 members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
19 wage.

20 111. Defendants' company-wide policy and/or practice of not reimbursing
21 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
22 and class members violates California Labor Code section 2802. Defendants have
23 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
24 business-related expenses and costs.

25 112. Pursuant to California Labor Code section 2802, Plaintiff and class members
26 are entitled to recover from Defendants their business-related expenses incurred during the
27 course and scope of their employment, plus interest, costs, and attorneys' fees.

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1 **NINTH CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

3 (Against all Defendants)

4 113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 114. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
7 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
8 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
9 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
10 penalties for violations of those Labor Code sections not found in section 2699.5, including
11 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

12 115. Defendants' conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
15 Wage Order for Defendants' failure to compensate Plaintiff and other
16 aggrieved employees with all required overtime pay, as alleged herein;
- 17 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
18 and the applicable IWC Wage Order for Defendants' failure to
19 compensate Plaintiff and other aggrieved employees with at least
20 minimum wages for all hours worked, as alleged herein;
- 21 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
22 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
23 and other aggrieved employees with meal periods, as alleged herein;
- 24 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
25 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
26 and other aggrieved employees to take rest periods, as alleged herein;
- 27 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
28 IWC Wage Order for failure to provide accurate and complete wage

- 1 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 2 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
- 3 IWC Wage Order for failure to maintain payroll records, as alleged
- 4 herein;
- 5 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
- 6 wages upon termination, as alleged herein;
- 7 (h) Violation of Labor Code section 204 for failure to pay all earned wages
- 8 during employment, as alleged herein;
- 9 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
- 10 and other aggrieved employees for all business expenses necessarily
- 11 incurred, as alleged herein; and
- 12 (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
- 13 provide notice of material terms of employment, as set forth below.

14 116. At all relevant times herein, California's Wage Theft Prevention Act was enacted

15 to ensure that employers provide employees with basic information material to their

16 employment relationship at the time of hiring, and to ensure that employees are given written

17 and timely notice of any changes to basic information material to their employment. Codified

18 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the

19 time of hiring, an employer must provide written notice to employees containing basic and

20 material payroll information, including, among other things, the rate(s) of pay and basis thereof,

21 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including

22 any rates for overtime, the regular payday designated by the employer, and any allowances

23 claims as part of the minimum wage, including meal or lodging allowances. Labor Code

24 § 2810.5(a)(1)(A)-(C).

25 117. At all relevant times, on information and belief, Defendants failed, on a

26 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that

27 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

28 118. Defendants' failure to provide Plaintiff and class members with written notice of

1 basic information regarding their employment with Defendants is in violation of California
2 Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to
3 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

4 **TENTH CAUSE OF ACTION**

5 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

6 **Unlawful Business Practices**

7 **(Against all Defendants)**

8 119. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 120. Defendants are “persons” as defined by California Business & Professions
11 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
12 and/or associations.

13 121. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
15 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
16 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
17 meaning of Code of Civil Procedure section 1021.5.

18 122. Defendants’ activities, as alleged herein, are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business &
20 Professions Code sections 17200, *et seq.*

21 123. A violation of California Business & Professions Code sections 17200, *et seq.*
22 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
23 policies and practices have violated state law in at least the following respects:

- 24 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
25 class members, to work overtime without paying them proper
26 compensation in violation of California Labor Code sections 510 and
27 1198, and the applicable IWC Wage Order, as alleged herein;
28 (b) Failing to pay at least minimum wage to Plaintiff and class members in

violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

(c) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(g) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(h) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

124. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis

thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

125. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

126. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

127. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

129. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

1 130. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
2 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
3 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
4 seeks to enforce important rights affecting the public interest within the meaning of Code of
5 Civil Procedure section 1021.5.

6 131. Defendants’ activities, namely Defendants’ company-wide practice and/or
7 policy of not paying Plaintiff and class members all meal and rest period premiums due to
8 them under Labor Code section 226.7, deprived Plaintiff and class members of the
9 compensation guarantee and enhanced enforcement implemented by section 226.7. The
10 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
11 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
12 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
13 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
14 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
15 unfair business practice in violation of California Business & Professions Code sections
16 17200, *et seq.* (*Id.*)

17 132. A violation of California Business & Professions Code sections 17200, *et seq.*
18 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
19 and practices have violated the spirit of California’s meal and rest period laws and constitute
20 acts against the public policy behind these laws.

21 133. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
23 benefits implemented by section 226.7 withheld and retained by Defendants during a period
24 that commences four years prior to the filing of the initial complaint; a permanent injunction
25 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
26 Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil
27 Procedure section 1021.5 and other applicable laws; and an award of costs.

28 //

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
5 against Defendants, jointly and severally, as follows:

6 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
7 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
8 reserves the right to amend his prayer for relief to seek a different amount.

9 **Class Certification**

10 2. That this case be certified as a class action;

11 3. That Plaintiff be appointed as the representative of the Class and Subclass;

12 4. That counsel for Plaintiff be appointed as class counsel.

13 **As to the First Cause of Action**

14 5. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
16 pay all overtime wages due to Plaintiff and class members;

17 6. For general unpaid wages at overtime wage rates and such general and special
18 damages as may be appropriate;

19 7. For pre-judgment interest on any unpaid overtime compensation commencing
20 from the date such amounts were due, or as otherwise provided by law;

21 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a); and

23 9. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 **As to the Second Cause of Action**

26 10. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
28 Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

2 24. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a rest period was not
4 authorized and permitted;

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 26. For premiums pursuant to California Labor Code section 226.7(c);

8 27. For pre-judgment interest on any unpaid rest period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 29. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated the
16 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
17 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
18 itemized wage statements thereto;

19 31. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 32. For injunctive relief pursuant to California Labor Code section 226(h);

22 33. For statutory penalties pursuant to California Labor Code section 226(e);

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

25 35. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Sixth Cause of Action**

28 36. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums, owed at the time of termination of the employment of
3 Plaintiff and other terminated class members;

4 37. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 38. For waiting time penalties according to proof pursuant to California Labor
7 Code section 203 for all employees who have left Defendants' employ;

8 39. For pre-judgment interest on any unpaid wages from the date such amounts
9 were due, or as otherwise provided by law;

10 40. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 41. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Seventh Cause of Action**

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

19 43. For all actual, consequential and incidental losses and damages, according to
20 proof;

21 44. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

23 45. For pre-judgment interest on any unpaid wages from the date such amounts
24 were due, or as otherwise provided by law;

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 47. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

55. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (k), for violations of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

57. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

58. For pre-judgment and post-judgment interest as provided by law; and

59. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

60. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

61. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

62. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by

Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

64. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

66. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

69. For pre-judgment and post-judgment interest as provided by law; and

70. For such other and further relief as the Court may deem equitable and appropriate.

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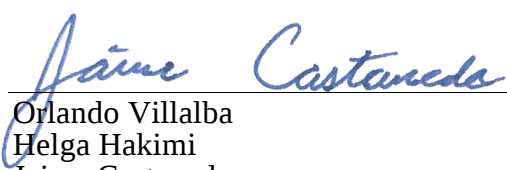
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Dated: July 7, 2025

Respectfully submitted,

Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Jaime Castaneda

Attorneys for Plaintiff Juan Villarreal Romero

EXHIBIT “1”

SAIRAH BUDHWANI
310.712.8154 Direct
Sairah.Budhwani@capstonelawyers.com

May 1, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Juan Villarreal Romero v. La Terra Fina USA, LLC*

Dear PAGA Administrator:

This office represents Juan Villarreal Romero in connection with his claims under the California Labor Code. Mr. Villarreal Romero was an employee of LA TERRA FINA USA, LLC ("LTF").

The employer may be contacted directly at the address below:

LA TERRA FINA USA, LLC
1300 ATLANTIC ST
UNION CITY, CA 94587

Mr. Villarreal Romero intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Villarreal Romero seeks relief on behalf of himself, the State of California, and other persons who are or were employed by LTF as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

LTF employed Mr. Villarreal Romero as an hourly paid, non-exempt employee from approximately January 2024 to February 2025. Mr. Villarreal Romero worked for LTF as a Maintenance Mechanic at its facility in Union City, California. During his employment, Mr. Villarreal Romero typically worked ten (10) hours or more per day and five (5) days per week. At the time Mr. Villarreal Romero's employment with LTF ended, he earned approximately \$47.84 per hour (\$48.84 per hour for graveyard shifts). His job duties included, without limitation, facility and production equipment maintenance and repairs.

LTF has committed each of the following Labor Code violations against Mr. Villarreal Romero, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

LTF’s Company-Wide and Uniform Payroll and HR Practices

LA TERRA FINA USA, LLC is a Delaware limited liability company and is a ready-made food company that manufactures dips and spreads for distribution to grocery stores and other retailers nationwide. Upon information and belief, LTF maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Union City, California, for all non-exempt, hourly paid employees working for LTF in California, including Mr. Villarreal Romero and other aggrieved employees. At all relevant times, LTF issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Villarreal Romero and other aggrieved employees, regardless of their location or position.

Upon information and belief, LTF maintains a centralized Payroll department at its corporate headquarters in Union City, California, which processes payroll for all non-exempt, hourly paid employees working for LTF in California, including Mr. Villarreal Romero and other aggrieved employees. Further, LTF issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Villarreal Romero and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, LTF utilized the same methods and formulas when calculating wages due to Mr. Villarreal Romero and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

LTF willfully failed to pay all overtime wages owed to Mr. Villarreal Romero and other aggrieved employees. During the relevant time period, Mr. Villarreal Romero and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a

¹ These facts, theories, and claims are based on Mr. Villarreal Romero’s experience and counsel’s review of those records currently available relating to Mr. Villarreal Romero’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Villarreal Romero reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, LTF had, and continues to have, a company-wide policy and/or practice of discouraging and impeding employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. LTF's "Overtime" policy states, in part, "Employees may work overtime only with prior management authorization." As a result, LTF required Mr. Villarreal Romero and other aggrieved employees to perform various work-related tasks off-the-clock after their scheduled shifts and on their days off. For example, after the end of his shifts and on his days off, Mr. Villarreal Romero was required to speak to his manager or coworkers over the phone and text message about repair and maintenance questions for 15 minutes to 1 hour per instance, depending on the severity of the issue. However, Mr. Villarreal Romero was not allowed to record this time spent working. Thus, LTF failed to track all of the time Mr. Villarreal Romero and other aggrieved employees spent performing work-related tasks outside of their shifts, and Mr. Villarreal Romero and other aggrieved employees received no compensation for this time.

Second, LTF had, and continues to have, company-wide policies and/or practices of understaffing its facility while assigning heavy workloads, including pressuring employees to meet production quotas for the facility. The pressure to meet these productivity requirements resulted in Mr. Villarreal Romero and other aggrieved employees handling approximately 5-10 maintenance and repair jobs per shift. LTF's policies and/or practices resulted in a failure to provide Mr. Villarreal Romero and other aggrieved employees with adequate meal period coverage, such that there were too few employees on duty to handle the workload, i.e., completing the number of time-sensitive repairs and maintenance projects at the facility while keeping production running at capacity, and thus, Mr. Villarreal Romero and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

LTF also had a practice of failing to schedule meal periods, which further caused Mr. Villarreal Romero and other aggrieved employees to not be relieved of their duties for compliant meal periods. Additionally, LTF had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Villarreal Romero and other aggrieved employees respond to their company-issued radios at all times, including during meal periods. As a result, LTF's management and coworkers contacted Mr. Villarreal Romero on his company-issued radio during meal periods to discuss work-related matters and to tell him to cut his meal periods short and return to work to help with various repair tasks. Thus, Mr. Villarreal Romero and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads and meet LTF's expectations. LTF did not compensate Mr. Villarreal Romero and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

LTF knew or should have known that as a result of these company-wide practices and/or policies, Mr. Villarreal Romero and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Villarreal Romero and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Villarreal Romero and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

LTF's failure to pay Mr. Villarreal Romero and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, during the relevant time period, as a result of LTF's policy of limiting the amount of overtime employees could accrue, LTF required Mr. Villarreal Romero and other aggrieved employees to perform various work-related tasks while off-the-clock, including communicating with managers and coworkers over the phone and text message after their scheduled shifts and on their days off. As also stated, due to LTF's policies and/or practices of understaffing, assigning heavy workloads (including pressure to meet production quotas and other productivity requirements), failing to schedule meal periods, and requiring employees to respond to their company-issued radios during meal periods, Mr. Villarreal Romero and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

LTF did not pay at least minimum wages for all hours worked by Mr. Villarreal Romero and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LTF did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, LTF regularly failed to pay at least minimum wages to Mr. Villarreal Romero and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not

require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, LTF had, and continues to have, company-wide policies and/or practices of understaffing its facility while assigning heavy workloads (including implementing production quotas and productivity requirements), resulting in a failure to provide Mr. Villarreal Romero and other aggrieved employees with adequate meal period coverage. Because LTF did not employ or staff a sufficient number of employees to meet the facility's productivity demands, there was no one available to relieve employees needing meal period coverage, and Mr. Villarreal Romero and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Further, as stated, LTF had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Villarreal Romero and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Second, as also stated, LTF had a company-wide policy and/or practice of requiring that Mr. Villarreal Romero and other aggrieved employees respond to company-issued radios at all times, including during meal periods, in order to meet LTF's expectations. As a result, LTF's management and coworkers contacted Mr. Villarreal Romero and other aggrieved employees on their company-issued radios during meal periods to discuss work-related matters, resulting in noncompliant, interrupted meal periods.

LTF's practices and policies prevented Mr. Villarreal Romero and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Villarreal Romero and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Villarreal Romero often had his meal periods cut short by 10-15 minutes to return to work because there were not enough mechanics to address outstanding repair jobs. As a further example, Mr. Villarreal Romero frequently took his meal periods late, after the fifth hour of work, due to the lack of coverage while he was addressing an existing repair job.

Third, LTF did not provide Mr. Villarreal Romero and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During his employment, Mr. Villarreal Romero regularly worked shifts in excess of ten (10) or more hours per day but was not always provided a second 30-minute meal period. Mr. Villarreal Romero and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, LTF knew or should have known that, as a result of these policies, Mr. Villarreal Romero and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. LTF further knew or

should have known that LTF did not pay Mr. Villarreal Romero and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, LTF engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Villarreal Romero and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, LTF failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, LTF regularly failed to authorize and permit Mr. Villarreal Romero and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, LTF's company-wide practices, including understaffing and assigning heavy workloads, including pressuring employees to meet productivity requirements, prevented Mr. Villarreal Romero and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, LTF failed to schedule rest periods, which, coupled with LTF's failure to provide adequate rest period coverage, further led to Mr. Villarreal Romero and other aggrieved employees not being authorized and permitted to take rest periods.

In addition, LTF engaged in a company-wide policy and/or practice requiring that Mr. Villarreal Romero and other aggrieved employees respond to company-issued radios during rest periods to respond to work-related questions and repair requests, which prevented Mr. Villarreal Romero and other aggrieved employees from being able to uninterrupted take rest periods.

Furthermore, upon information and belief, during the relevant time period, LTF maintained a company-wide on-premises rest period policy, which effectively required that Mr. Villarreal Romero and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Villarreal Romero and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, LTF effectively maintained control over Mr. Villarreal Romero and other aggrieved employees during rest periods.

As a result of LTF's practices and policies, Mr. Villarreal Romero and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Villarreal Romero had to forgo nearly all of his rest periods altogether due to the lack of rest period coverage.

LTF has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Villarreal Romero and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, LTF failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. LTF has not provided Mr. Villarreal Romero and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, LTF has knowingly and intentionally provided Mr. Villarreal Romero and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LTF issued uniform wage statements to Mr. Villarreal Romero and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, LTF violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because LTF did not record the time Mr. Villarreal Romero and other aggrieved employees spent working off-the-clock, LTF did not list the correct amount of gross wages and net wages earned by

Mr. Villarreal Romero and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LTF failed to accurately list the total number of hours worked by Mr. Villarreal Romero and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9). The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), LTF willfully failed to maintain accurate payroll records for Mr. Villarreal Romero and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, LTF engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Villarreal Romero and other aggrieved employees, in violation of section 1198. Also, in light of LTF’s failure to provide Mr. Villarreal Romero and other aggrieved employees with second 30-minute meal periods to which they were entitled, LTF kept no records of meal start and end times for second meal periods.

Because LTF failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Villarreal Romero and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Villarreal Romero and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance

with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LTF failed to pay Mr. Villarreal Romero and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

LTF willfully failed to pay Mr. Villarreal Romero and other aggrieved employees who are no longer employed by LTF all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving LTF's employ.

Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, LTF, on a company-wide basis, required Mr. Villarreal Romero and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data, to carry out their job duties, but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Villarreal Romero used his personal cellular phone to communicate with LTF's management regarding work-related matters, to photograph and send pictures of repairs, and to send repair-related documents as the company-provided tablets were often unreliable or not suitable for use. Although LTF required Mr. Villarreal Romero and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, LTF failed to fully reimburse them for their costs incurred.

Second, during the relevant time period, LTF had a company-wide policy of requiring Mr. Villarreal Romero and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, on at least four (4) occasions, LTF required Mr. Villarreal Romero to make an approximately 52-mile round trip to Oakland to attend trainings. Although LTF required Mr. Villarreal Romero and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, LTF did not reimburse them for their travel expenses.

LTF could have provided Mr. Villarreal Romero and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles. Or, LTF could have reimbursed employees for the cost of their mobile device usage, travel expenses, and mileage. Instead, LTF passed these operating costs onto Mr. Villarreal Romero and other aggrieved employees. At all relevant times, Mr. Villarreal Romero did not earn at least two (2) times the minimum wage.

Thus, LTF had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, LTF failed to provide Mr. Villarreal Romero and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). LTF's failure to provide Mr. Villarreal Romero and other aggrieved employees with written notice of basic information regarding their employment with LTF is in violation of Labor Code section 2810.5.

Mr. Villarreal Romero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring LTF into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." LTF, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Villarreal Romero's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Villarreal Romero seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Villarreal Romero acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against LTF for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Villarreal Romero seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is written in a cursive, flowing style.

Sairah Budhwani

Copy: LA TERRA FINA USA, LLC (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.

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C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **July 7, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Melinda Riechert
mrieichert@orrick.com
Josette L Romero
jromero@orrick.com
Orrick
1000 Marsh Road
Menlo Park, CA 94025
Telephone: 650-614-7400

Attorneys for Defendants:
SEASIDE DINING GROUP, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

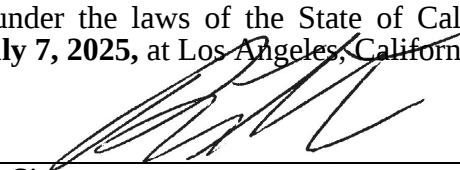
☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 7, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature