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County of San Diego

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Clerk of the Superior Court
By G. Escorcia ,Deputy Clerk

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

DANIEL VILLANUEVA PARRA, on behalf of
others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

vs.

LINGHAM INVESTMENTS, INC. and DOES 1
through 50, inclusive,

Defendants.

Case No. 25CU046496C

Hon: Joel R. Wohlfeil
Dept: 73

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Meal Period Violations
2. Rest Period Violations
3. Untimely Payment of Wages
4. Wage Statement Violations
5. Waiting Time Penalties
6. Failure to Reimburse Business Expenses
7. Unfair Competition
8. Retaliation
9. Discrimination Based on National Origin and
Ancestry Under FEHA
10. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: September 3, 2025

1 Plaintiff DANIEL VILLANUEVA PARRA, on behalf of all other similarly situated employees
2 and the State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants
4 LINGHAM INVESTMENTS, INC. and DOES 1 through 50, inclusive (collectively “Defendants”).
5 In addition, Plaintiff brings this action against Defendants, individually, for engaging in unlawful
6 retaliation in violation of California Labor Code sections 98.6 and 1102.5, as well as discrimination
7 based on race, national origin, and ancestry in violation of the Fair Employment and Housing Act
8 (“FEHA”). Accordingly, Plaintiff alleges as follows:

9 **INTRODUCTION**

10 1. This is a class action brought under the California Code of Civil Procedure section 382
11 for Defendants’ violations of the California Labor Code and Business Professions Code.

12 2. Defendants failed to provide Plaintiff and the putative class members with meal and
13 rest periods.

14 3. Defendants failed to reimburse Plaintiff and the putative class members for necessary
15 expenses incurred in furtherance of the putative class members’ job duties.

16 4. Defendants’ employment policies, practices, and payroll administration systems
17 enabled and facilitated these violations on a company-wide basis with respect to the putative class
18 members.

19 5. In addition, Plaintiff was subjected to unlawful retaliation for engaging in protected
20 activity, including making complaints regarding unlawful workplace practices such as discrimination,
21 unsafe working conditions, and disparate treatment by management.

22 6. Furthermore, Plaintiff, who is of Mexican ancestry, was subjected
23 to discrimination and harassment based on national origin and ancestry. In particular, Plaintiff
24 witnessed and was subjected to racially charged and disparaging comments made by the owner toward
25 Hispanic employees.

26 7. Plaintiff brings this action to seek redress for the harm he has suffered and to expose
27 the retaliatory and discriminatory employment practices committed by Defendants.

JURISDICTION & VENUE

8. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

9. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

10. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Daniel Villanueva Parra

12. Plaintiff Villanueva Parra is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee since about May 2018. Plaintiff is employed hourly in the position of Server and earns \$16.50 per hour.

13. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd.* (Feb. 26, 2025, D083400) ___ Cal.Rptr.3d ___ [2025 WL 615064], the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

14. Defendant Lingham Investments, Inc. is a California corporation that maintains operations and conducts business throughout the State of California, including in this county.

15. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

16. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

17. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

18. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

19. Plaintiff is further informed and believes that Defendants directly and indirectly employed Plaintiff as defined in the FEHA at Gov. Code § 12926. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendants employed more than five (5) employees in California and was therefore an employer as defined by FEHA at Gov. Code § 12940(j)(4). In addition, Defendants compelled, coerced, aided and abetted the discrimination and retaliation, which is prohibited under FEHA Gov. Code § 12940(i).

CLASS ALLEGATIONS

20. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

a. All current and former non-exempt employees who worked for Defendants in

California at any time from four years (plus the additional 178-day statutory tolling period under Emergency Rule 9) prior to the filing of this action through date of class certification.

21. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

22. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all putative class members is impracticable. The identities of putative class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other putative class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the putative class members' interests adequately and fairly; has no interest antagonistic to other putative class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.
- d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed putative class members.

23. Common questions of law and fact as to the putative class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the putative class members constitute violations of California law.

GENERAL ALLEGATIONS

24. Plaintiff and the putative class members worked for Defendants as non-exempt employees compensated on an hourly basis.

25. Defendants failed to provide Plaintiff and other putative class members with compliant meal periods.

26. Throughout the relevant time period, Plaintiff and similarly putative class members were routinely denied uninterrupted, duty-free meal periods due to the high demands of the job and chronic understaffing.

27. For example, Plaintiff never received a compliant 30-minute off-duty meal period. Instead, due to the constant demands of restaurant operations, Plaintiff and other employees were forced to eat quickly—often while continuing to perform job duties—resulting in regular "on-duty" meal periods.

28. Despite this practice, Defendants failed to provide a valid written on-duty meal period agreement, as required by law.

29. Moreover, when Plaintiff and other putative class members were not afforded timely, uninterrupted meal periods, Defendants failed to compensate them with the required one-hour premium pay for each violation, as mandated under Labor Code § 226.7.

1 30. An illustrative example of this violation appears on Plaintiff's timecard for the period
2 6/01/2024-6/15/2024 and wage statement dated 6/1/2024-6/15/2024. These examples show Plaintiff
3 worked approximately 6.12 hours on 6/9/2024 without receiving a meal period. However,
4 Defendants failed to pay Plaintiff any meal period penalty.

5 31. Defendants failed to provide Plaintiff and similarly putative class members with
6 compliant rest periods.

7 32. Similar to the violations concerning meal periods, Plaintiff and other putative class
8 members were routinely required to work through their rest periods due to inadequate staffing levels
9 and the constant demands of their job duties. Defendants failed to provide sufficient coverage to allow
10 employees to take duty-free rest breaks and did not schedule or otherwise authorize them to do so.

11 33. As a result, rest periods were consistently missed or interrupted. Defendants also failed
12 to compensate Plaintiff and other putative class members with the statutorily required one-hour
13 premium wage for each workday a compliant rest period was not provided.

14 34. Defendants required Plaintiff and other putative class members to incur necessary
15 business related expenses without full reimbursement, in violation of California Labor Code section
16 2802.

17 35. As a direct consequence of their job duties, Plaintiff and similarly putative class
18 members necessarily and unavoidably incurred various costs and expenditures in order to perform
19 their work. As a matter of policy and practice, Defendants failed to reimburse those expenses.

20 36. Specifically, Defendants required Plaintiff and other putative class members to use
21 their personal vehicles to travel to and from restaurant supply warehouses to pick up work-related
22 items and materials. Despite this requirement, Defendants failed to reimburse employees for mileage
23 or related vehicle expenses. Upon information and belief, Plaintiff and the putative class members
24 were not fully reimbursed for costs incurred in the discharge of their job duties.

25 37. These violations create derivative liability for failure to timely pay all wages owed each
26 payday or upon separation of employment.

27 38. Defendants failed to provide accurate itemized wage statements to the putative class
28 members each pay period as a result of the policies and practices set forth in this notice. Defendants

1 violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net
2 wages earned,” as the employees earned premiums that were not paid, resulting in an inaccurate
3 reflection, and recording of “gross wages earned” on those wage statements.

4 39. Likewise, in violation of Labor Code section 226(a)(9). Defendants failed to state on
5 employee wage statements each pay period the applicable hourly rates in effect and the number of
6 hours worked at that rate, as Defendants failed to pay all premiums owed to employees. The amounts
7 stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

8 40. Plaintiff and other putative class members cannot promptly and easily determine from
9 the wage statement alone the wages paid or earned without reference to other documents or
10 information. Indeed, these wage statement violations are significant because they sow confusion
11 among Plaintiff and other putative class members with respect to what amount were owed and paid,
12 at what rates, the number of hours worked, and how those amounts were or should be calculated. The
13 wage statements reflect a false statement of earnings and concealed the underlying problems and
14 underpayments of employee wages.

15 41. Because of the policies and practices set forth in this notice, Defendants failed to
16 accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

17 42. Defendants unlawfully retaliated against Plaintiff for engaging in protected activity,
18 including making complaints regarding unlawful workplace practices such as discrimination, unsafe
19 working conditions, and disparate treatment by management.

20 43. During his employment with Defendants, Plaintiff worked full-time and regularly
21 served as an informal translator between non-English-speaking staff and management, including the
22 restaurant’s owner. Plaintiff witnessed and was subjected to racially charged and disparaging
23 comments made by the owner toward Hispanic employees.

24 44. On at least one occasion, the owner threatened to “send employees back to Mexico.”
25 Plaintiff raised concerns about this discriminatory behavior, as well as about unsafe working
26 conditions, including excessive heat in the kitchen and the serving of undercooked food to patrons.

27 45. Following these complaints, Defendants engaged in retaliatory conduct against
28 Plaintiff. Management became increasingly hostile and significantly reduced Plaintiff’s work hours.

Whereas Plaintiff previously received regular weekday shifts, his schedule was abruptly cut to weekends only.

46. For example, during the pay period from March 16 to March 31, 2024, Plaintiff worked 33.84 hours. After that date, he received only one wage statement reflecting more than 25 hours of work, with most statements showing as few as just over 5 hours.

47. Further retaliation followed Plaintiff's request for employment records. On June 19, 2025, Defendants' managers displayed openly hostile behavior toward Plaintiff, including glaring at him menacingly and refusing to speak to him except when absolutely necessary for work operations.

48. Plaintiff is informed and believes, and thereon alleges, that these adverse actions including the reduction of his hours and hostile treatment—were in direct retaliation for his complaints about unlawful practices, discriminatory conduct, and unsafe workplace conditions.

49. These actions not only materially impacted Plaintiff's employment but also jeopardized his continued ability to work.

50. Additionally, Defendants discriminated against and harassed Plaintiff because of and by virtue of their race, national origin and ancestry.

51. During the course of his employment, Plaintiff assisted in translation between non-English speaking staff and management, including the restaurant's owner.

52. The owner made racially charged and disparaging comments toward Hispanic employees, including Plaintiff, at one point threatening to "send employees back to Mexico".

53. Plaintiff raised concerns about this discriminatory treatment along with concerns about working conditions including extreme heat in the kitchen area and health concerns about undercooked food being served to patrons. Defendants harassed Plaintiff by becoming increasingly hostile and significantly reducing his hours. His records show a precipitous drop in hours following raising concerns, from being offered regular shifts throughout the week to only being given one or two shifts on Saturdays or Sundays.

54. For example, his wage statement for the two week period of 03/16/2024 to 03/31/2024 shows 33.84 hours of work, after which there is a single wage statement for more than 25 hours and many are for as low as just over 5 hours. Plaintiff continually raised the issue of his hours being

1 drastically cut but his concerns were left unaddressed by Defendant, to the point that Plaintiff needed
2 to get a second job to make ends meet.

3 55. Furthermore, following Plaintiff's request for records, Defendant acted in an openly
4 hostile manner, including glaring menacingly and refusing to speak to Defendant unless absolutely
5 necessary for the flow of work. For example, throughout his shift on June 19, 2025 Defendant
6 continually stared at Plaintiff and refused to speak to him for the first 2 hours of his shift until it became
7 impossible to continue ignoring him.

8 56. Defendant's harassment and discriminatory behavior constitutes a violation of the Fair
9 Employment and Housing Act as set forth in Government Code section 129410 *et. seq.*, as well as
10 other state and federal statutes that prohibit harassment and discrimination on the basis of race, national
11 origin, and ancestry.

12 **EXHAUSTION OF THE FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")**

13 **ADMINISTRATIVE REMEDIES**

14 57. Defendants regularly and systematically do business in the State of California and are
15 subject to suit under the FEHA in that Defendants regularly employ five or more persons. Plaintiff
16 timely filed a charge of harassment and discrimination against Defendants with the California Civil
17 Rights Department ("CRD"). On August 5, 2025, Plaintiff submitted his complaint with the CRD
18 requesting Right-To-Sue Notice. On August 5, 2025, Plaintiff received a notice of the right to sue from
19 the CRD pursuant to California Government Code § 12965(b). **See Exhibit 1 attached hereto.**
20 Plaintiff filed this action within one year of the date of his CRD right-to-sue letter; therefore,
21 administrative remedies have been properly exhausted.

22 **FIRST CAUSE OF ACTION**

23 **MEAL PERIOD VIOLATIONS**

24 **Violation of Labor Code §§ 226.7 and 512**

25 58. All outside paragraphs of this Complaint are incorporated into this section.

26 59. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
27 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or
28 meal period premiums in lieu thereof), and which further provide a private right of action for an

1 employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful
2 regular rate of compensation.

3 60. Defendants willfully failed in their affirmative obligation to consistently provide
4 Plaintiff and putative class members compliant, duty-free meal periods of not less than 30 minutes
5 beginning before the fifth hour of hour for each work period of more than five hours per day and a
6 second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of
7 work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the "Meal
8 Periods" sections of the applicable orders).

9 61. Further, Defendants willfully failed in their affirmative obligation to consistently pay
10 Plaintiff and putative class members one additional hour of pay at the respective regular rate of
11 compensation for each workday that a fully compliant meal period was not provided, in violation of
12 Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the "Meal Periods"
13 sections of the applicable orders).

14 62. Plaintiff and putative class members are entitled to recover the full amount of the meal
15 period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and
16 costs to the extent permitted by law.

17 **SECOND CAUSE OF ACTION**

18 **REST PERIOD VIOLATIONS**

19 **Violation of Labor Code §§ 226.7 and 516**

20 63. All outside paragraphs of this Complaint are incorporated into this section.

21 64. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
22 §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods
23 (or rest period premiums in lieu thereof), and which further provide a private right of action for an
24 employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful
25 regular rate of compensation.

26 65. Defendants willfully failed in their affirmative obligation to consistently authorize and
27 permit Plaintiff and putative class members to receive compliant, duty-free rest periods of not less
28 than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor

Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

66. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and putative class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

THIRD CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

67. All outside paragraphs of this Complaint are incorporated into this section.

68. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer’s failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)’s statutory late payment penalties.

69. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiff and putative class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

70. Plaintiff and putative class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys’ fees, and costs to the extent permitted by law.

1 **FOURTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **Violation of Labor Code § 226**

4 71. All outside paragraphs of this Complaint are incorporated into this section.

5 72. This cause of action is brought by a wage statement subclass pursuant to Labor Code
6 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
7 pay period, and which further provide a private right of action for an employer's failure to comply
8 with this obligation.

9 73. Defendants knowingly and intentionally failed in their affirmative obligation to provide
10 accurate itemized wage statements to Plaintiff and putative class members resulting in injury to
11 Plaintiff and putative class members. Specifically, the wage statements issued to Plaintiff and putative
12 class members did not accurately state each pay period all of the information required by Labor Code
13 § 226(a)(1)-(9).

14 74. Defendants' unlawful acts and omissions deprived Plaintiff and putative class members
15 of accurate itemized wage statements, causing confusion and concealing wage and premium
16 underpayments.

17 75. As a result, Plaintiff and putative class members are entitled to recover the statutory
18 penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per
19 employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per
20 employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including
21 under Labor Code section 226(e).

22 **FIFTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **Violation of Labor Code §§ 201 *et seq.***

25 76. All outside paragraphs of this Complaint are incorporated into this section.

26 77. This cause of action is brought by a waiting time subclass pursuant to Labor Code
27 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
28 employment, and which further provide a private right of action to recover statutory waiting time

penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

78. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and putative class members immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

79. Plaintiff and putative class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

Violation of Labor Code § 2802

80. All outside paragraphs of this Complaint are incorporated into this section.

81. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

82. Defendants' unlawful acts and omissions deprived Plaintiff and putative class members of lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and putative class members are entitled to recover the amount unreimbursed expenses of Plaintiff and putative class members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2802.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

83. All outside paragraphs of this Complaint are incorporated into this section.

84. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200

1 by committing the foregoing wage and hour violations alleged throughout this Complaint.

2 85. Defendants' dependence on these unfair and/or unlawful business practices deprived
3 Plaintiff and continue to deprive other putative class members of compensation to which they are
4 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
5 Defendants over competitors who have been and/or are currently employing workers in compliance
6 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
7 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

8 86. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
9 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
10 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
11 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

12 87. Plaintiff does not have an adequate remedy at law for past or future violations, to the
13 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
14 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
15 violations do not provide a private right of action.

16 88. Plaintiff and putative class members are entitled to injunctive relief against Defendants,
17 restitution, and other equitable relief to return all funds over which Plaintiff and putative class
18 members have an ownership interest and to prevent future damage and the public interest under
19 Business and Professions Code § 17200 *et seq.* Plaintiff and putative class members are further
20 entitled to recover interest, attorneys' fees, and costs to the extent permitted by law, including under
21 Code of Civil Procedure § 1021.5.

22 **EIGHTH CAUSE OF ACTION**

23 **RETALIATION**

24 **Violation of Labor Code §§ 98.6, 1102.5**

25 **(Alleged by Plaintiff Individually)**

26 89. All outside paragraphs of this Complaint are incorporated into this section.

27 90. At all times herein mentioned, Labor Code § 98.6 was in full force and effect, and was
28 binding upon Defendants. Said section prohibits employers from discriminating or retaliating against

employees who complain about unpaid wages, exercising rights under the Labor Code, or initiating an action under the Private Attorneys General Act (PAGA).

91. At all times herein mentioned, Labor Code § 1102.5 was in full force and effect, and was binding upon Defendants. Said section prohibits employers from discriminating or retaliating against employees who complain about unlawful workplace conditions, including harassing and discriminatory behaviors.

92. To the extent that Defendant retaliated against Plaintiff for making the internal complaints, said conduct constitutes unlawful retaliation in violation of Labor Code §§ 98.6 and 1102.5. Likewise, Plaintiff's attempts to enforce his rights guaranteed under California law are protected as public policy. Said violation caused substantial injury and damage to Plaintiff including, but not limited to, lost wages, benefits and emotional distress in amounts to be determined at trial according to proof.

93. As a result of Defendant's wrongful conduct, Plaintiff is entitled to all damages and penalties allowed by law in amounts to be determined at trial according to proof. Plaintiff also seeks all interest, attorney's fees, and costs allowed by law, including but not limited to, common law and Labor Code §§ 98.6, 1102.5, and 2699.

NINTH CAUSE OF ACTION

DISCRIMINATION BASED ON RACE,

NATIONAL ORIGIN, AND ANCESTRY UNDER FEHA

GOVERNMENT CODE SECTION 129410 *ET. SEQ*

(Alleged by Plaintiff Individually)

94. All outside paragraphs of this Complaint are incorporated into this section.

95. Plaintiff was at all times material hereto an employee covered by California Government Code Section 12940 et seq.

96. Plaintiff is informed and believes, and thereon alleges, that Defendants are, and at all times material hereto have been, employers within the meaning of California Government Code sections 12926(c) and 12945.2.

1 97. Plaintiff timely filed charges of retaliation in violation of FEHA with the California
2 Civil Rights Department ("CRD"). The CRD has issued a Right-to-Sue notice pursuant to California
3 Government Code section 12965(b), permitting Plaintiff to bring this action. Therefore, Plaintiff has
4 exhausted his administrative remedies. See Exhibit 1 attached hereto.

5 98. Under the Fair Employment and Housing Act ("FEHA"), Government Code section
6 12900 et. seq., it is an unlawful employment practice for an employer because of a person's race,
7 color, national origin, ethnicity and/or ancestry, to refuse to hire or employ the person, to refuse to
8 select the person for a training program leading to employment, to bar or discharge the person from
9 employment or from a training program leading to employment, or to discriminate against the person
10 in compensation or in terms, conditions, or privileges of employment. It is unlawful under FEHA for
11 any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under FEHA,
12 or to attempt to do so. It is unlawful, under the Fair Employment and Housing
13 Act ("FEHA"), Government Code section 12900 et seq., for an employer to fail to take all reasonable
14 steps necessary to prevent discrimination and harassment based on an employee's race, color, and/or
15 ancestry.

16 99. Defendants discriminated against and retaliated against Plaintiff as to the terms,
17 conditions, and privileges of employment, and committed adverse employment actions against
18 Plaintiff, all in violation of the FEHA.

19 100. Plaintiff protected status under the FEHA is Plaintiff's national origin and ancestry,
20 which is Hispanic/Latino.

21 101. Defendants knew, perceived, and/or believed that Plaintiff had the aforementioned
22 protected status, described hereinabove.

23 102. Defendant engaged in a pattern of discrimination and harassment based on Plaintiff's
24 national origin and ancestry.

25 103. Defendants' discriminatory behavior constitutes a violation of the Fair Employment
26 and Housing Act as set forth in Government Code section 129410 et. seq., and other state and federal
27 statutes which prohibit harassment and discrimination on the basis of race, national origin, and ancestry
28 in employment. In particular, Plaintiff was subjected to racially charged and disparaging comments

made by the owner toward Hispanic employees. On at least one occasion, the owner threatened to “send employees back to Mexico.”

104. After Plaintiff raised concerns about this discriminatory behavior, his manager became increasingly hostile and significantly reduced Plaintiff’s work hours. Whereas Plaintiff previously received regular weekday shifts, his schedule was abruptly cut to weekends only. For example, during the pay period from March 16 to March 31, 2024, Plaintiff worked 33.84 hours. After that date, he received only one wage statement reflecting more than 25 hours of work, with most statements showing as few as just over 5 hours.

105. Plaintiff’s national origin and ancestry was a substantial motivating factor in Defendant’s aforementioned decisions that were adverse to Plaintiff in regards to terms, conditions and privileges of employment. The Plaintiff’s protected status, as stated above, was a substantial motivating factor in the variety of adverse actions set forth above.

106. Said violations caused and continue to cause substantial injury and damage to Plaintiff including, but not limited to, lost wages, benefits, prejudgment interest and interest on the sum of damages at the legal rate; and other consequential damages, including for emotional distress in amounts to be determined at trial according to proof.

107. As a result of Defendant’s wrongful conduct, Plaintiff is entitled to all damages and penalties allowed by law in amounts to be determined at trial according to proof. Plaintiff also seeks all interest, attorney’s fees, and costs allowed by law.

TENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

108. All outside paragraphs of this Complaint are incorporated into this section.

109. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

1 a. All current and former non-exempt employees who worked for Defendants in
2 California at any time from one year prior to the postmark date of the initial
3 PAGA notice through date of trial.

4 110. Plaintiff reserves the right to amend, supplement, or add to this description of the
5 aggrieved employees, according to proof.

6 111. The State of California, via the Labor and Workforce Development Agency
7 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
8 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
9 files suit is always the real party in interest.”])

10 112. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of the employee and other current or former
15 employees against whom a violation of the same provision was committed pursuant to the procedures
16 specified in Section 2699.3. “

17 113. Any allegations regarding violations of the IWC Wage Orders are enforceable as
18 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
19 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

20 114. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
21 penalties under the PAGA.

22 115. On or about **August 4, 2025**, Plaintiff paid the requisite PAGA filing fee and provided
23 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
24 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
25 violations.

26 116. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
27 Code Violations” is attached hereto as Exhibit 2 and incorporated by reference as though fully set
28 forth herein (the “PAGA notice”).

117. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

118. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

119. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

120. As set forth in the PAGA notice attached as Exhibit 2 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- b. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- c. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- d. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- e. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- f. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- g. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.
- h. ***Retaliation.*** Violation of Labor Code § 98.6.

121. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants

pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5;
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- o. For such other relief the Court deems just and proper.

1 Dated: October 10, 2025

Ferraro Vega Employment Lawyers, Inc.

2 

3 Nicholas J. Ferraro

4 Lauren N. Vega

5 Dorota A. James

6 *Attorneys for Plaintiff Daniel Villanueva Parra*

EXHIBIT 1

Right to Sue Notice



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 5, 2025

Dorota James
3333 Camino del Rio South, Suite 300
San Diego, CA 92108

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202508-30608605
Right to Sue: Villanueva Parra / Lingham Investments, Inc.

Dear Dorota James:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 5, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202508-30608605

Right to Sue: Villanueva Parra / Lingham Investments, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 5, 2025

Daniel Villanueva Parra
12639 McFeron Road
Poway, CA 92064

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202508-30608605
Right to Sue: Villanueva Parra / Lingham Investments, Inc.

Dear Daniel Villanueva Parra:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 5, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Daniel Villanueva Parra

CRD No. 202508-30608605

Complainant,

vs.

Lingham Investments, Inc.
14905 Pomerado Road
Poway, CA 92064

Respondents

1. Respondent **Lingham Investments, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Daniel Villanueva Parra**, resides in the City of **Poway**, State of **CA**.

3. Complainant alleges that on or about **July 30, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's ancestry, national origin (includes language restrictions), race (includes hairstyle and hair texture).

Complainant was discriminated against because of complainant's ancestry, national origin (includes language restrictions), race (includes hairstyle and hair texture) and as a result of the discrimination was denied work opportunities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was denied work opportunities or assignments.

Additional Complaint Details: Complainant during the course of his employment with Respondent worked as a full-time employee who in the course of his duties assisted in

1 translation between non-English speaking staff and management, including the restaurant's
2 owner. The owner made racially charged and disparaging comments toward Hispanic
3 employees, including Complainant, at one point threatening to "send employees back to
4 Mexico". Complainant raised concerns about this discriminatory treatment along with
5 concerns about working conditions including extreme heat in the kitchen area and health
6 concerns about undercooked food being served to patrons. Respondent retaliated against
7 Complainant by becoming increasingly hostile and significantly reducing his hours. His
8 records show a precipitous drop in hours following raising concerns, from being offered
9 regular shifts throughout the week to only being given one or two shifts on Saturdays or
10 Sundays. For example, his wage statement for the two week period of 03/16/2024 to
11 03/31/2024 shows 33.84 hours of work, after which there is a single wage statement for
12 more than 25 hours and many are for as low as just over 5 hours. Complainant continually
13 raised the issue of his hours being drastically cut but his concerns were left unaddressed by
14 Respondent, to the point that Complainant needed to get a second job to make ends meet.

15 Furthermore, following Complainant's request for records, Respondent acted in an openly
16 hostile manner, including glaring menacingly and refusing to speak to Respondent unless
17 absolutely necessary for the flow of work. For example, throughout his shift on June 19,
18 2025 Respondent continually stared at Complainant and refused to speak to him for the first
19 2 hours of his shift until it became impossible to continue ignoring him.

1 VERIFICATION

2 I, **Dorota James**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On August 5, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, California**

EXHIBIT 2

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

August 04, 2025

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Lingham Investments, Inc.
14905 Pomerado Road
Poway, California 92064

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **DANIEL VILLANUEVA PARRA** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

LINGHAM INVESTMENTS, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of a server from about May 2018 to the present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012)

53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Defendants failed to provide Plaintiff and other aggrieved employees with compliant meal periods, in violation of California Labor Code section 226.7 and applicable wage orders.

Throughout the relevant time period, Plaintiff and similarly aggrieved employees were routinely denied uninterrupted, duty-free meal periods due to the high demands of the job and chronic understaffing. For example, Plaintiff never received a compliant 30-minute off-duty meal period. Instead, due to the constant demands of restaurant operations, Plaintiff and other employees were forced to eat quickly—often while continuing to perform job duties—resulting in regular "on-duty" meal periods.

Despite this practice, Defendants failed to provide a valid written on-duty meal period agreement, as required by law. Moreover, when Plaintiff and other aggrieved employees were not afforded timely, uninterrupted meal periods, Defendants failed to compensate them with the required one-hour premium pay for each violation, as mandated under Labor Code § 226.7.

An illustrative example of this violation is provided below:

Employee Time Card And Job Detail

Period From : 06/01/2024 To : 06/15/2024

OPH - Poway

Furchner, Angela

Printed on 6/17/2024 - 8:38 AM

Employee # And Name

Payroll ID

5046 - Daniel Villanueva Parra

Job # and Name	Clock In/Out Date and Time			Hours	Status	Adjusted By	Reason		
100 - SERVERS	IN	Sat	6/1/2024	7:59am	No Schedule				
	OUT			2:00pm	6.02No Schedule				
Total Hours Worked This Week:				6.02	Regular:	6.02	Overtime: 0.00		
100 - SERVERS	IN	Sun	6/2/2024	7:59am	No Schedule				
	OUT			2:13pm	6.23No Schedule				
Total Hours Worked This Week:				6.23	Regular:	6.23	Overtime: 0.00		
100 - SERVERS	IN	Sun	6/9/2024	8:57am	No Schedule				
	OUT			3:04pm	6.12No Schedule				
100 - SERVERS	IN	Sat	6/15/2024	7:59am	No Schedule				
	OUT			12:10pm	4.18No Schedule				
Total Hours Worked This Week:				10.30	Regular:	10.30	Overtime: 0.00		
Job Totals					Regular Hours	Overtime Hours	Regular Pay	Overtime Pay	Total Pay
100 - SERVERS					22.55		152.21	0.00	152.21
Total Hours Worked This Pay Period:				22.55	22.55	0.00	152.21	0.00	152.21

Extract of Plaintiff's timecard showing he worked a shift on 6/9/2024 of 6.12 hours without a meal period.

Company Code

R974N2 23875311

Loc/Dept

01/10

Number

5368478

Page

1 of 1

Earnings Statement

Period Starting:

06/01/2024

Period Ending:

06/15/2024

Pay Date:

06/20/2024

Lingham Investments Inc

14905 Pomerado Road

Poway, CA 92064

Taxable Marital Status:

Single

Exemptions/Allowances:

Tax Override:

Federal: 1

Federal:

State: 1

State:

Local: 0

Local:

Social Security Number:

XXX-XX-8345

Daniel Villanueva Parra

Earnings

rate

hours/units

this period

year to date

Regular

16.0000

22.55

360.80

5558.09

Cash tips

0.00

691.65

9122.02

Gross Pay

\$1,052.45

\$14,680.11

Statutory Deductions

this period

year to date

Federal Income

-65.13

1060.75

Social Security

-65.26

910.17

Medicare

-15.26

212.86

California State Income

-6.87

218.63

California State DI

-11.57

161.48

Net Pay

\$196.71

Other Benefits and Information

this period

year to date

Sick

- Carry Over

32.25

- Accrued Hours

0.74

43.76

- Taken Hours

0.00

0.00

- Balance

43.76

Total Hours Worked

22.55

348.60

Deposits

account number

transit/ABA

amount

XXXXXXXX2929

XXXXXXXXXX

196.71

Important Notes

Basis of pay: Hourly

Extract of Plaintiff's wage statement for the pay period 06/01/2024 to 06/15/2024 showing no meal period penalty.

Here, Plaintiff worked approximately 6.12 hours on 6/9/2024 without receiving a meal period. However, Defendants failed to pay Plaintiff any meal period penalty in violation of Labor Code section 226.7.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide Plaintiff and similarly aggrieved employees with compliant rest periods, in violation of California Labor Code section 226.7 and applicable wage orders.

Similar to the violations concerning meal periods, Plaintiff and other aggrieved employees were routinely required to work through their rest periods due to inadequate staffing levels and the constant demands of their job duties. Defendants failed to provide sufficient coverage to allow employees to take duty-free rest breaks and did not schedule or otherwise authorize them to do so. As a result, rest periods were consistently missed or interrupted. Defendants also failed to compensate Plaintiff and other aggrieved employees with the statutorily required one-hour premium wage for each workday a compliant rest period was not provided, as required under Labor Code § 226.7.

As a result of these violations, Plaintiff seeks to recover civil penalties on his own behalf, on behalf of the State of California, and on behalf of other aggrieved employees, up to the maximum amount permitted under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties

for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and other aggrieved employees to incur necessary business related expenses without full reimbursement, in violation of California Labor Code section 2802.

As a direct consequence of their job duties, Plaintiff and similarly aggrieved employees necessarily and unavoidably incurred various costs and expenditures in order to perform their work. As a matter of policy and practice, Defendants failed to reimburse those expenses. Specifically, Defendants required Plaintiff and other aggrieved employees to use their personal vehicles to travel to and from restaurant supply warehouses to pick up work-related items and materials. Despite this requirement, Defendants failed to reimburse employees for mileage or related vehicle expenses.

Upon information and belief, Plaintiff and the aggrieved employees were not fully reimbursed for costs incurred in the discharge of their job duties, in violation of Labor Code § 2802.

As a result of Defendants’ unlawful conduct, Plaintiff seeks to recover civil penalties on his own behalf, on behalf of the State of California, and on behalf of other aggrieved employees, up to the maximum amount permitted under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “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.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Retaliation
Violation of Labor Code § 98.6

Defendants violated California Labor Code section 98.6 by unlawfully retaliating against Plaintiff for engaging in protected activity, including making complaints regarding unlawful workplace practices such as discrimination, unsafe working conditions, and disparate treatment by management.

Labor Code section 98.6 prohibits employers from retaliating, discriminating, or taking any adverse action against an employee for engaging in protected conduct, such as making oral or written complaints about unpaid wages, unsafe or unlawful working conditions, or exercising rights guaranteed under the Labor Code, including filing complaints with the Labor Commissioner.

During his employment with Defendants, Plaintiff worked full-time and regularly served as an informal translator between non-English-speaking staff and management, including the restaurant’s owner. Plaintiff witnessed and was subjected to racially charged and disparaging comments made by the owner toward Hispanic employees. On at least one occasion, the owner threatened to “send employees back to Mexico.” Plaintiff raised concerns about this discriminatory behavior, as well as about unsafe working conditions, including excessive heat in the kitchen and the serving of undercooked food to patrons.

Following these complaints, Defendants engaged in retaliatory conduct against Plaintiff. Management became increasingly hostile and significantly reduced Plaintiff's work hours. Whereas Plaintiff previously received regular weekday shifts, his schedule was abruptly cut to weekends only. For example, during the pay period from March 16 to March 31, 2024, Plaintiff worked 33.84 hours. After that date, he received only one wage statement reflecting more than 25 hours of work, with most statements showing as few as just over 5 hours.

Further retaliation followed Plaintiff's request for employment records. On June 19, 2025, Defendants' managers displayed openly hostile behavior toward Plaintiff, including glaring at him menacingly and refusing to speak to him except when absolutely necessary for work operations.

Plaintiff is informed and believes, and thereon alleges, that these adverse actions—including the reduction of his hours and hostile treatment—were in direct retaliation for his complaints about unlawful practices, discriminatory conduct, and unsafe workplace conditions. These actions not only materially impacted Plaintiff's employment but also jeopardized his continued ability to work, in violation of Labor Code § 98.6.

As a direct result of Defendants' retaliatory conduct, Plaintiff seeks all available remedies under the law, including civil penalties recoverable on behalf of himself, the State of California, and other aggrieved employees, in the maximum amount permitted under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Dorota A. James

Cc Plaintiff Daniel Villanueva Parra

Defendant's Responsive Email – ophpoway@sbcglobal.net

jg