

November 26, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Crystal Geyser Water Company:
Gary Rhoades
1233 E. California Ave.
Bakersfield, CA 93307

Re: Bianca Romero v. Crystal Geyser Water Company

Dear Labor and Workforce Development Agency and Crystal Geyser Water Company:

This letter shall serve as Bianca Romero's ("Ms. Romero") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Crystal Geyser Water Company ("CGWC"), including the facts and theories to support the alleged violations. Ms. Romero intends to seek civil penalties against CGWC under the Private Attorneys General Act of 2004 ("PAGA") on her own behalf and on behalf of all other non-exempt employees currently or formerly employed by CGWC in California during the statutory period ("Aggrieved Employees"). Ms. Romero is informed and believes and based thereon alleges that there are at least 250 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Ms. Romero alleges CGWC violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Ms. Romero was employed by CGWC in Bakersfield, California as a non-exempt production operator from approximately January 2025 to approximately August 2025.

Minimum, Sick, and Overtime Wages

Throughout the statutory period, CGWC failed to pay Ms. Romero and other Aggrieved Employees at least the legal minimum wage and overtime wage for all hours worked due to CGWC's policy and practice of failing to pay for all hours at the correct rate. For example, CGWC often miscalculated the regular rate when paying overtime wages. CGWC also paid sick pay at the base hourly rate rather than at the regular rate of pay. As a result, CGWC failed to pay Ms. Romero and other Aggrieved Employees for all minimum, straight time, and overtime wages due in violation of Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, CGWC failed to provide Ms. Romero and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor



Code § 512. Ms. Romero and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. CGWC failed to pay Ms. Romero and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, CGWC failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, CGWC failed to authorize and permit Ms. Romero and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Ms. Romero and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. CGWC failed to pay Ms. Romero and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, CGWC failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to CGWC's wage, meal period, and rest period violations as alleged above, CGWC failed to provide Ms. Romero and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to CGWC's wage, meal period, and rest period violations as alleged above, CGWC failed to pay all wages due during Ms. Romero's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

Recordkeeping

Due to CGWC's wage, meal period, and rest period violations as alleged above, CGWC failed to maintain accurate and complete records showing the hours worked each day by Ms. Romero and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Ms. Romero seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Ms. Romero will be filing on behalf of herself and all other Aggrieved Employees against CGWC. Ms. Romero intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

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Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint