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Attorneys for Plaintiff,
JUAN ARGUELLO on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUAN ARGUELLO, an individual, on behalf
of himself, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiff,

vs.

FELBRO CULINARY SPECIALTIES, LLC, a
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: **26STCV28153**

**REPRESENTATIVE ACTION
COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff JUAN ARGUELLO brings this PAGA representative action complaint on behalf
of himself, all aggrieved employees, and the State of California as a Private Attorneys General,
and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff JUAN ARGUELLO worked as an employee for Defendant FELBRO CULINARY SPECIALTIES, LLC and Does 1-50 (collectively “Defendant”). Defendant operates a food manufacturing company. Plaintiff JUAN ARGUELLO is a former employee of Defendant, where he worked for approximately three years, from June 5, 2022 to June 24, 2025. Plaintiff held the job title “Cook Coordinator” at Defendant’s Los Angeles, California facility during the statutory period. Plaintiff was an hourly, nonexempt employee earning approximately \$27.70 per hour at the time of separation. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

2. Defendant failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of himself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of his claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failing to provide proper cool-down rest periods; (8) failure to provide safe working conditions – excessive heat; (9) failure to reimburse for required business expenses; (10) failure to provide potable drinking water; and (11) failing to provide accurate itemized wage statements and violating record keeping requirements.

1 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
2 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

3 **THE PARTIES**

4 4. Plaintiff JUAN ARGUELLO is a resident of the State of California and is a former
5 employee of Defendant.

6 5. Defendant FELBRO CULINARY SPECIALTIES, LLC, is a limited liability company
7 authorized to do business and doing business in California with the capacity to sue and to be sued,
8 and doing business, in the county of LOS ANGELES, State of California.

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

14 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
15 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
16 of the representative class, and exercised control over their wages, hours, and working conditions.
17 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
18 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
19 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
20 to the other Defendants.

21 **JURISDICTION AND VENUE**

22 8. Venue is proper in this judicial district because Defendant conducts business in this
23 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
24 in this case that arose in this county.

25 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
26 the Superior Court and will be established according to proof at trial. Based on information,
27 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
28

monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars (\$35,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

12. This representative action represents over fifty current and former aggrieved employees.

13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

14. Plaintiff and all current and former hourly, nonexempt employees in California within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

15. Plaintiff was personally subjected to and observed the unlawful wage and hour practices complained of herein.

16. Defendant, and each of them, have committed the following violations of the California Labor Code:

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

1 18. The Wage Orders define “hours worked” as “the time during which an employee is
2 subject to the control of an employer, and including all the time the employee is suffered or
3 permitted to work, whether or not required to do so.” Defendant has been engaged in many
4 unlawful employment practices which resulted in underpayment for hours worked each pay period,
5 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
6 the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium
7 wages, and vacation wages at the correct regular rate of pay.

8 19. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
9 off the clock and were routinely subjected to periods wherein they were under the Defendant’s
10 control but not compensated for their time. For example, Plaintiff was required to perform
11 preparatory work before clocking in and while off the clock during his meal period, to keep pace
12 with the volume of work required during a given shift. Despite using a timeclock, Defendant
13 frequently modified timesheets manually, shaving time from employee hours, specifically during
14 meal periods, resulting in off-the-clock hours worked.

15 20. Plaintiff and aggrieved employees have been employed under conditions prohibited by
16 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
17 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

18 **Failure to Pay All Wages Owed Twice Per Month**

19 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

20 21. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
21 incorporates said paragraphs herein by reference.

22 22. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
23 twice during each calendar month pursuant to Labor Code §204(a).

24 23. Defendant failed to pay all wages earned to employees as a result of the unlawful
25 employment policies and practices discussed herein. As a result of these practices, employees were
26 underpaid for hours worked, including overtime and penalty wages, and this underpayment
27 resulted in a failure to pay all wages owed twice per month.

1 24. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
2 for failure to pay wages as required by law.

3 **Failure to Pay Minimum Wage**

4 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

5 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporates said paragraphs herein by reference.

7 26. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
8 to suffer or permit a California employee to work without paying wages at the proper minimum
9 wage for all time worked as required by the applicable IWC Wage Order.

10 27. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
11 result of Defendant's practices described above. Based on Defendant's unlawful conduct
12 described herein, and because Plaintiff and the aggrieved employees were paid at or near minimum
13 wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of
14 less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199
15 and the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and
16 2699 *et seq.*

17 **Failure to Pay Wages Due Upon Termination**

18 (Cal. Labor Code §§ 201, 202, 203, 227.3 and 2698 *et seq.*)

19 28. An employee who is discharged must be paid all of his or her wages, including accrued
20 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
21 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
22 Plaintiff at the time employment terminated.

23 29. Defendant willfully failed to pay employees who are no longer employed by it all
24 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

25 30. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
26 days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties
27 pursuant to Cal. Lab. Code § 2698 *et. seq.*
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1 39. Defendant did not authorize or permit all of its hourly employees to take at least a ten
2 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
3 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
4 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
5 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
6 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

7 40. Plaintiff and fellow aggrieved employees' rest breaks were interrupted daily or cut
8 short due to the press of work, as a result of Defendant's understaffing and production demands
9 and the absence of any formal system for scheduling or tracking rest periods.

10 **Failure to Provide Proper Cool-Down Rest Periods**

11 (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*)

12 41. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporates said paragraphs herein by reference.

14 42. Labor Code section 226.7, subdivision (c) provides:

15 A. If an employer fails to provide an employee a... recovery period in
16 accordance with a state ., law, including, but not limited to an applicable statute
17 or applicable regulation, standard, or order of the Occupational Safety and
18 Health Standards Board, or the Division of Occupational Safety and Health, the
19 employer shall pay the employee one additional hour of pay at the employee's
20 regular rate of compensation for each workday that the meal or rest or recovery
21 period is not provided.

22 43. Defendant required Plaintiff and aggrieved employees to consistently work in
23 temperatures far exceeding eighty (80) degrees Fahrenheit and did not provide adequate cool-down
24 period opportunities.

25 44. Despite having a breakroom, Plaintiff and aggrieved employees rarely had an
26 opportunity to take a break to cool down due to pressure from managers to not stop or delay
27 production for any reason.
28

1 45. Plaintiff and aggrieved employees were exposed to a high risk of suffering heat illness
2 so that their life, safety, and health were jeopardized by Defendant's conduct, violating California
3 Code of Regulation, Title, section 3395 and Labor Code sections 226.7 and 1198.

4 **Failure to Provide Safe Working Conditions – Excessive Heat**

5 (Cal. Labor Code §§1198, Wage Order)

6 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

8 47. Defendant's workplaces would get unsafely hot. Plaintiff and aggrieved employees
9 were forced to work in incredibly hot and/or unventilated conditions, on occasions subject to proof,
10 reaching temperatures of over one hundred (100) degrees.

11 48. Wage Order 1 ¶15 requires:

12 A. The temperature maintained in each work area shall provide
13 reasonable comfort consistent with industry-wide standards for the nature of the
14 process and the work performed.

15 B. If excessive heat or humidity is created by the work process, the
16 employer shall take all feasible means to reduce such excessive heat or humidity
17 to a degree providing reasonable comfort.

18 49. Defendant's kitchen was excessively hot and, due to the lack of rest breaks, Plaintiff
19 and aggrieved employees suffered from the heat. Although a breakroom existed, employees rarely
20 had an opportunity to use it to cool down because of pressure from management not to stop or
21 delay production.

22 50. By violating the wage order, Defendant is liable for civil penalties pursuant to §2698
23 *et. Seq.*

24 **Failure to Reimburse for Required Business Expenses**

25 (Cal. Labor Code §§1198, 2802, 2698 et seq.)

26 51. Labor Code §2802 requires employers to indemnify employees for necessary
27 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
28 Accordingly, Employers are liable for civil penalties under PAGA §2698 et seq.

1 52. Plaintiff and aggrieved employees were required to use their personal cell phones for
2 work-related communications and to purchase their own work boots, back braces, and protective
3 helmets, without reimbursement by Defendant for these necessary business expenses.

4 **Failure to Provide Potable Drinking Water**

5 (Cal. Labor Code §2441)

6 53. California Labor Code §2441 requires employers to provide fresh, free, and pure
7 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
8 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and
9 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably
10 cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision
11 of potable drinking water and single-use cups.

12 54. Defendant’s drinking water dispenser periodically ran dry and was not regularly
13 cleaned resulting in a lack of fresh, free, and pure drinking water at convenient times and places.

14 55. Pursuant to §2441, “Any violation of this section is punishable for each offense by a
15 fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by
16 imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal.
17 Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation
18 standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for
19 each violation.”

20 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**

21 **Requirements**

22 (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

23 56. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporates said paragraphs herein by reference.

25 57. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
26 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
27 and keep accurate records as required by §1174(d).
28

1 58. The statements provided to Plaintiff and aggrieved employees, and the records
2 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay
3 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay at the
4 correct rate, and pay for meal and rest period premium wages.

5 59. §226 (a) requires:

6 A. An employer, semimonthly or at the time of each payment of wages,
7 shall furnish to his or her employee, either as a detachable part of the check,
8 draft, or voucher paying the employee's wages, or separately if wages are paid
9 by personal check or cash, an accurate itemized statement in writing showing
10 (1) gross wages earned, (2) total hours worked by the employee, except as
11 provided in subdivision (j), (3) the number of piece-rate units earned and any
12 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
13 deductions, provided that all deductions made on written orders of the employee
14 may be aggregated and shown as one item, (5) net wages earned, (6) the
15 inclusive dates of the period for which the employee is paid, (7) the name of the
16 employee and only the last four digits of his or her social security number or an
17 employee identification number other than a social security number, (8) the
18 name and address of the legal entity that is the employer and, if the employer is
19 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
20 and address of the legal entity that secured the services of the employer, and (9)
21 all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee...

23 60. Such failures called injury to Plaintiff and others, by, among other things, impeding
24 them from knowing the total hours worked, and the amount of wages to which they are and were
25 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
26 earned, net wages earned, and total hours worked.

27 61. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*
28

1 **FIRST CAUSE OF ACTION**

2 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

3 **(California Labor Code §2698 *et seq.*)**

4 62. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporates said paragraphs herein by reference.

6 63. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant
7 during the applicable statutory period and suffered one or more of the Labor Code violations set
8 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
9 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
10 attorneys’ fees and costs.

11 64. Plaintiff seeks to recover the PAGA civil penalties through a representative action
12 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
13 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

14 65. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
15 Code provisions:

- 16 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
17 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
18 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- 19 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
20 2698 *et seq.*);
- 21 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
22 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 23 d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203,
24 227.3 and 2698 *et seq.*)
- 25 e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
26 558, 1198, 2698 *et seq.*, Wage Order);
- 27 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
28 2698 *et seq.*, Wage Orders);

- g. Failure to Provide Proper Cool-down Rest Periods (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*);
- h. Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Labor Code §1198, Wage Order);
- i. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198, 2802, 2698 *et seq.*);
- j. Failure to Provide Potable Drinking Water (Cal. Labor Code §2441);
- k. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

66. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

67. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

68. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

69. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

70. At the time of each violation, Defendant employed one or more employees.

1 71. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
2 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
3 determined at trial, pre-judgment interest, costs and attorneys' fees.

4 72. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
5 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
6 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
7 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
8 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
9 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
10 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
11 employees and the State of California.

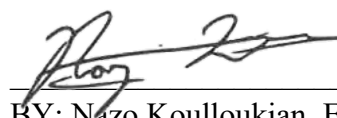
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
14 judgement against Defendant as follows:

- 15 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
16 determined at trial, but at least the jurisdictional amount of this Court;
- 17 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
18 and/or other applicable law;
- 19 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
20 law;
- 21 4. Pre-judgement and post-judgement interest as provided by law; and
- 22 5. Such other and further relief that the Court may deem just and proper.
- 23

24 DATED: September 3, 2026

KOUL LAW FIRM, APC

25
26 

27 BY: Nazo Koulloukian, Esq.
28 Attorneys for Plaintiff JUAN ARGUELLO, and all
aggrieved employees

EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

June 19, 2026

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

FELBRO CULINARY SPECIALTIES, LLC
5700 W Adams Blvd,
Los Angeles, CA 90016

FELBRO CULINARY SPECIALTIES, LLC
1563 SHERMAN AVE STE 200
EVANSTON, IL 60201

FELBRO CULINARY SPECIALTIES, LLC
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Juan Arguello

Employer(s): FELBRO CULINARY SPECIALTIES, LLC

Dear Sir or Madam:

Juan Arguello ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Felbro Culinary Specialties, LLC (hereafter "Employer").

Employer operates a food manufacturing company. Claimant worked for Employer from June 5, 2022 to June 24, 2025 as a cook coordinator at Employer's Los Angeles location. Claimant worked as an hourly, nonexempt employee earning approximately \$27.70 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512,

558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time.

Claimant and aggrieved employees often worked off the clock. For example, it was often necessary for Claimant to perform work before clocking in to account for the volume of work required in a particular shift.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant was pressured to clock out for meal periods but to continue working. Employer asserted that stopping while midway through cooking a batch of product would slow everybody down so employees were not permitted to stop working to receive a duty free meal period. Rather, they were required to keep working and producing, even when clocked out for lunch.

Employer would also interrupt meal breaks with additional assignments, preventing Claimant and other aggrieved employees from being free of duties.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay

as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Employer failed to pay Claimant his final wages upon termination. Claimant was required to wait three days to receive his final wages.

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Claimant and aggrieved employees frequently missed meal periods. When meal periods were provided, they were often late, short, and/or interrupted.

Altering Meal Period Time Entries

Meal periods were also noncompliant because Employer required employees to clock out and then back in 30-minutes later, despite still working, and thereby instructing employees to alter timeclock entries for meal periods so that they do not show a meal period violation.

The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

Failing to Allow Employees to Leave Premises

“Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please*.” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

In this case, Employer did not always allow employees to leave the premises during unpaid meal periods. When employees’ activities are restricted during meal periods, they are not relieved of all duties and the meal periods are not compliant. This resulted in consistent meal period violations.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer’s staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty,” or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a

rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Failure to Provide Proper Cool-Down Rest Periods

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq*)

Labor Code section 226.7, subdivision (c) provides:

If an employer fails to provide an employee a... recovery period in accordance with a state ., law, including, but not limited to an applicable statute or applicable regulation, standard, or order of the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Employers required Claimant and aggrieved employees to consistently work in in temperatures far exceeding eighty (80) degrees Fahrenheit and did not provide adequate cool down period opportunities.

Despite having a breakroom available, Claimant and aggrieved employees rarely had an opportunity to take a break to cool down. Claimant and aggrieved employees did not feel safe asking to take a moment of rest because of pressure from their managers not stop or delay production for any reason.

Failure to Provide Safe Working Conditions – Excessive Heat

(Cal. Labor Code §1198, Wage Order)

Employer’s workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100 degrees.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order, Employer is liable under §1198 for civil penalties pursuant to §2698 *et seq.*

Employer's kitchen was excessively hot, and due to the lack of rest breaks, Claimant and aggrieved employees suffered from the heat.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Claimant and aggrieved employees were required to purchase their own work boots, back brace, and protective helmets and were not reimbursed for these expenses

Failure to Provide Potable Drinking Water

(Cal. Labor Code §2441)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge." 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

Water would run out from time to time. Employer's sanitation worker failed to clean the water dispenser from time to time, preventing Claimant and aggrieved employees from having consistent access to potable water.

Claimant sometimes had to drink water from the restroom bathroom. The water fountain by the restroom has mold in it.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal stroke extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant