

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, EVA BANUELOS CASTANON
on behalf of herself and all others similarly situated

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

EVA BANUELOS CASTANON on behalf of
herself and all others similarly situated

Plaintiff,

vs.

SUN PACIFIC SHIPPERS, L.P. a California
limited partnership, and DOES 1 through 50,
inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Pay Correct Sick Pay
Wages**
- 5) Failure to Timely Pay Wages During
Employment**
- 6) Failure to Timely Pay Wages At
Termination**
- 7) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 8) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

Named Plaintiffs allege as follows

1 **I.**

2 **INTRODUCTION**

3 1. Plaintiff EVA BANUELOS CASTANON (“Plaintiff”) asserts the following Class
4 Action claims, pursuant to Code of Civil Procedure section 382, against Defendants Sun Pacific
5 Shippers, L.P. (hereinafter “SUN PACIFIC”), and Does 1 through 50 inclusive, (collectively
6 "Defendant")

7 2. Plaintiff bring this class action on behalf of herself and all similarly situated
8 employees not classified as “Exempt” or primarily employed in executive, professional, or
9 administrative capacities, employed by, or formerly employed by Defendant in California.
10 (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

11 3. During the liability period, defined as the applicable statute of limitations for each
12 and every cause of action contained herein, Defendants enforced shift schedules, employment
13 policies and practices and/or workload requirements wherein Plaintiff and Non-Exempt
14 Employees were, amongst other statutory violations not paid all lawful wages owed; not provided
15 compliant rest and meal periods; not provided accurate itemized wage statements, and not paid
16 timely wages during their employment and/or at termination.

17 4. Plaintiff on behalf of herself and Non-Exempt Employees, brings this action
18 pursuant to Labor Code sections 201, 202, 203, 204, 226, 210, 226.7, 246, 510, 512, 558, 1194,
19 1198, 1199, any other applicable Industrial Welfare Commission (“IWC”) Wage Orders seeking
20 unpaid lawful wages, unpaid rest and meal period compensation, expense reimbursements,
21 penalties and other equitable relief, and reasonable attorneys’ fees and costs.

22 **II.**

23 **VENUE**

24 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
25 Civil Procedure section 395. Defendants conduct substantial and continuous commercial
26 activities in Kern County and each Defendant is within the jurisdiction of this Court for service
27 of process purposes. Defendants employ numerous Class Members in Kern County.

28 6. Plaintiff is, and at all times mentioned in this complaint was, a resident of

1 California.

2 **III.**

3 **PARTIES**

4 7. On information and belief, SUN PACIFIC provides fruit packing, shipping,
5 distribution, promotional packing and in-store marketing materials throughout California and the
6 United States.

7 8. The true names and capacities of Defendants, whether individual, corporate,
8 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
9 Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure
10 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
11 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
12 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
13 true names and capacities of the Defendants designated hereinafter as DOES when such identities
14 become known.

15 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
17 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
18 Defendants are legally attributable to the other Defendants.

19 **IV.**

20 **FACTUAL BACKGROUND**

21 10. Plaintiff was employed by Defendants on or about December 2003 as seasonal
22 fruit sorter and packer. Plaintiff occupied said non-exempt, hourly position until the last day of
23 her employment on or about April 24, 2021.

24 11. As a fruit sorter and packer, Plaintiff's job duties included, but were not limited
25 to, sorting, packing and stacking of fruit, as well as removing rotten or un-sellable fruit.
26 Plaintiff's job duties focus on ensuring that the fruit was properly packaged and promptly ready
27 for shipping.

28 12. During the relevant time period, Defendants exercised control over the wages,

hours and/or work conditions of Defendants and Non Exempt Employees.

13. During the relevant time period, Plaintiff and Non Exempt Employees typically worked five to six days a week. During their scheduled work days, Plaintiff and Class Members were typically scheduled to work shifts of ten (10) hours or more.

14. During the relevant time period, Defendants implemented policies and practices which resulted in Plaintiff and Non Exempt Employees working “off the clock” and without compensation. For instance before the scheduled start of their shifts, Plaintiff and Non Exempt Employees are required to arrive at the work site up to fifteen (15) minutes before the scheduled start of the shifts. Additionally, Plaintiff and Non-Exempt Employees are required to wash her rubber work apron and gloves, (provided by Sun Pacific) at home on her own time for which she was not compensated. Plaintiff, and on information and belief, Non-Exempt Employees are not compensated for the work performed “off the clock.”

15. During the relevant time period, Defendants paid Plaintiff and Non-Exempt Employees non-discretionary bonuses. Defendants did not include the nondiscretionary bonus amounts in the regular rate of pay for purposes of calculating overtime wages paid to Plaintiff and Non Exempt Employees.

16. During the relevant time period, due to the demands of the work shifts, Plaintiff and Non Exempt Employees were required to work without being permitted or authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof worked. Also, Plaintiff and Non-Exempt Employees were not provided a third 10 minute rest period when they worked in excess of ten hours in a shift. Plaintiff and, on information and belief, Non-Exempt Employees were not paid one (1) hour of pay at their regular rate of compensation for each workday that a compliant was rest period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

17. During the relevant time period, Plaintiff and Non-Exempt Employees were not provided a second 30 minute meal period when they worked in excess of ten hours in a shift. Plaintiff and, on information and belief, Non Exempt Employees were not paid one (1) hour of pay at their regular rate of compensation for each workday that a compliant second meal period

was not provided, in violation of California labor laws, regulations and IWC Wage Order.

18. During the relevant time period, pursuant to uniform policy and practice, Defendants failed to include non-discretionary compensation such as bonus payments in determining Plaintiff and Non Exempt Employees' regular rate of pay for purposes of sick pay and therefore paid sick leave compensation at a lower rate in violation of California law.

19. On information and belief, Defendants willfully failed to pay all earned wages in a timely manner to Non Exempt Employees during their employment and at the termination of their employment all compensation due, including but not limited to all wages owed and compensation for having failed to properly provide rest periods and meal periods.

20. Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendant currently employ and during the relevant period have employed over one hundred (100) Non Exempt Employees in California.

22. Non-Exempt Employees employed by Defendants, at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

V.

CLASS ALLEGATIONS

23. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non-exempt employees within four (4) years prior to the date this lawsuit is filed ("liability period") until resolution of this lawsuit (collectively referred to as the "Class" and/or Class Members").

24. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All Class Members in the state of California who were not accurately and fully paid all lawful wages owed to them including proper minimum wage and/or overtime

1 compensation for all their hours worked;

2 b. All Class Members in the state of California who received non-
3 discretionary bonus compensation and were not accurately and fully paid overtime compensation;

4 c. All Class Members in the state of California who have not been provided
5 compliant 30 minute meal period when they worked over five hours in a work shift by the end of
6 the fifth hour and were not provided compensation in lieu thereof;

7 d. All Class Members in the state of California who have not been provided
8 a compliant second 30 minute meal period when they worked over ten hours in a work shift by
9 the end of the tenth hour and were not provided compensation in lieu thereof;

10 e. All Class Members in the state of California who, within the liability
11 period, have not been authorized and permitted to take a minimum ten (10) minute rest period
12 for every four (4) hours or major fraction thereof worked per day and were not provided
13 compensation in lieu thereof;

14 f. All Class Members in state of California who, within the liability period,
15 were not correctly paid sick pay wages;

16 g. All Class Members in the state of California who, within the liability
17 period, were not timely paid all wages due and owed to them during their employment with
18 Defendant;

19 h. All Class Members in the state of California who, within the liability
20 period, were not timely paid all wages due and owed to them upon the termination of their
21 employment with Defendant; and

22 i. All Class Members in the state of California who, within the liability
23 period, were not provided with accurate and complete itemized wage statements.

24 25. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
25 or modify the class description with greater specificity or further division into subclasses or
26 limitation to particular issues.

27 26. This action has been brought and may properly be maintained as a class action
28 under the provisions of section 382 of the Code of Civil Procedure because there is a well-

defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

27. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt Employees in California who are or have been affected by Defendants' unlawful practices as alleged herein.

B. Commonality

28. There are questions of law and fact common to the Class predominating over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

i. Whether Defendant violated Labor Code sections 510, 1194 and applicable IWC Wage Orders by failing to pay all earned wages including correct overtime compensation to Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or more than forty (40) hours in a workweek;

ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to pay minimum wages for time spent under the Defendants' control and working "off the clock" without pay;

iii. Whether Defendant violated Labor Code sections 226.7, 512 and applicable IWC Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours and failing to compensate said employees one hour wages in lieu of meal periods;

iv. Whether Defendant violated Labor Code section 226.7 and applicable IWC Wage Orders by failing to authorize and permit minimum 10 minute rest periods to Non-Exempt Employees for every four hours or major fraction thereof worked and failing to compensate said employees one hour wages in lieu of rest periods;

v. Whether Defendants violated section 246 of the Labor Code by failing to pay the

correct sick pay compensation when Class Members took sick leave;

vi. Whether Defendant violated sections 201-203 of the Labor Code by failing to pay all earned wages and/or premium wages due and owing at the time that any Class Members' employment with Defendant terminated including the correct sick pay;

vii. Whether Defendant violated sections 226 of the Labor Code and applicable IWC Wage Orders by failing to, among other violations, maintain accurate records of Non-Exempt Employees' earned wages, work periods, meal periods and deductions;

viii. Whether Defendant violated section 17200 *et seq.* of the Business and Professions Code through their violation of the above-referenced Labor Code and Civil Code sections and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy.

C. Typicality

29. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

30. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

31. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policy and/or practice herein complained of.

32. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
2 action that would preclude its maintenance as a class action.

3 **VI.**

4 **CAUSES OF ACTION**

5 **First Cause of Action**

6 Failure to Pay Lawful Wages Including Minimum and/or Overtime Wages

7 (Lab. Code §§ 510, 1194 1199)

8 (Against All Defendants)

9 33. Plaintiff repeats and incorporates herein by reference each and every allegation set
10 forth above, as though fully set forth herein.

11 34. As alleged herein, during the statutory liability period, Defendants' policies,
12 practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working
13 "off the clock" and not receiving compensation for all earned wages including overtime in
14 violation of California state wage and hour laws.

15 35. As alleged herein, during the statutory liability period, Defendants' policies and/or
16 practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in
17 a workday and/or forty (40) hours in a workweek without receiving the proper compensation at
18 the rate of time and one-half (1 1/2) of such employee's correct regular rate of pay.

19 36. As alleged herein, during the statutory liability period, Defendants' policies and/or
20 practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time
21 spent under Defendants' control and working off the clock without pay. Labor Code §1197
22 provides that employees are to be paid minimum wage for each hour worked, and cannot be
23 averaged the minimum and the payment of a lesser wage than the established is unlawful.

24 37. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
25 described herein and below.

26 **Second Cause of Action**

27 Failure to Provide Lawful Meal Periods

28 Or Compensation in Lieu Thereof

(Lab. Code §§226.7, 512, IWC Wage Orders)

(Against All Defendants)

38. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

39. As alleged herein, by their failure to provide Plaintiff and Non Exempt Employees a second uninterrupted 30 minute meal period by the end of the tenth hour on days in which they worked in excess of 10 hours and not providing compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

40. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

41. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

42. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Third Cause of Action

Failure to Provide Rest Periods

Or Compensation in Lieu Thereof

(Lab. Code §§226.7, IWC Wage Orders)

(Against All Defendants)

43. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

44. As alleged herein, by their failure to provide a minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non Exempt Employees,

1 and failing to provide compensation for such non-provided rest periods, as alleged above,
2 Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable
3 Wage Orders.

4 45. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
5 represent have been deprived of premium wages in amounts to be determined at trial, and are
6 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
7 §226.7.

8 46. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
9 described herein and below.

10 **Fourth Cause of Action**

11 Failure to Pay Correct Sick Pay Compensation

12 (Lab. Code §246, 218.5 IWC Wage Orders)

13 (Against All Defendants)

14 47. Plaintiff incorporates by reference and realleges every allegation contained above,
15 as though fully set forth herein.

16 48. Labor Code section 246(l) requires that employers pay sick time pay to non-
17 exempt employees at the employee's regular rate of pay.

18 49. As alleged herein, Defendants failed to compute the correct amount of sick pay
19 paid to Plaintiff and Class Members in conformance with Lab. Code 246(1) by paying at the
20 employee's base hourly rate and not the regular rate of pay; thus paying a lower rate of sick pay
21 compensation.

22 50. Under California law, sick pay is considered wages and Defendants owe Plaintiff and
23 affected Class Members unpaid sick pay wages.

24 51. WHEREFORE, Plaintiff and the Class he seeks to represent, request relief as
25 described herein and below.

26 **Fifth Cause of Action**

27 Failure to Timely Pay Wages During Employment

28 (Lab. Code § 204)

(Against All Defendants)

52. Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other sections became due and payable to Plaintiff and Class Members in each month that he or she was not paid all lawful wages owed or provided with lawful meal period or rest period to which he or she was entitled. Defendants violated Lab. Code §204 by failing to pay said wages when they were due and payable.

53. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

54. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the Class she seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties.

55. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Sixth Cause of Action

Failure to Timely Pay Wages Due At Termination

(Lab. Code §§ 201-203)

(Against All Defendants)

56. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

57. Sections 201 and 202 of the California Labor Code require Defendant to pay its

1 employees all wages due within 72 hours of termination of employment. Section 203 of the
2 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
3 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
4 full or an action is commenced. The penalty cannot exceed 30 days of wages.

5 58. As alleged herein, affected class members are entitled to compensation for all
6 forms of wages earned, including, overtime compensation, minimum wage, correct sick pay
7 wages and compensation for non provided rest and meal periods but to date have not received
8 such compensation therefore entitling them Labor Code section 203 penalties.

9 59. More than 30 days have passed since Plaintiff and affected Class Members have
10 left Defendants' employ, and on information and belief, have not received payment pursuant to
11 Labor Code §203. As a consequence of Defendant's willful conduct in not paying all earned
12 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
13 section 203 for failure to pay legal wages.

14 60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
15 described herein and below.

16 **Seventh Cause of Action**

17 Knowing and Intentional Failure to Comply With Itemized Employee

18 Wage Statement Provisions

19 (Lab. Code § 226(b))

20 (Against All Defendants)

21 61. Plaintiff repeats and incorporates herein by reference each and every allegation set
22 forth above, as though fully set forth herein.

23 62. Section 226(a) of the California Labor Code requires Defendant to itemize in
24 wage statements all deductions from payment of wages and to accurately report total hours
25 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require Defendant
26 to maintain time records showing, among others, when the employee begins and ends each work
27 period, meal periods, split shift intervals and total daily hours worked in an itemized wage
28 statement, and must show all deductions and reimbursements from payment of wages, and

1 accurately report total hours worked by Plaintiff and the members of the proposed class. On
2 information and belief, Defendant has failed to record all or some of the items delineated in
3 Industrial Wage Orders and Labor Code §226

4 63. As alleged herein, Plaintiff and Class Members have been injured by Defendant's
5 actions by rendering them unaware of the full compensation to which they were entitled under
6 applicable provisions of the California Labor Code and applicable IWC Wage Orders.

7 64. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
8 maximum of \$4,000.00 each for record-keeping violations.

9 65. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
10 described herein and below.

11 **Eighth Cause of Action**

12 Violation of Unfair Competition Law

13 (Bus. & Prof. Code, §§ 17200-17208)

14 (Against All Defendants)

15 66. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 67. Business & Professions Code Section 17200 provides:

18 As used in this chapter, unfair competition shall mean and include any **unlawful,**
19 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
20 misleading advertising and any act prohibited by Chapter 1 (commencing with
21 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
(Emphasis added.)

22 68. Defendants' violations of the Labor Code and Wage Order provisions set forth
23 above constitute unlawful and/or unfair business acts or practices.

24 69. The actions of Defendants, as alleged within this Complaint, constitute false,
25 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
26 Business and Professions Code section 17200, *et seq.*

27 70. Plaintiff and Class Members have been personally aggrieved by Defendants'
28 unlawful and unfair business acts and practices alleged herein.

71. As a direct and proximate result of the unfair business practices of Defendants,

1 and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is
2 entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and
3 members of the Plaintiffs Class as a result of the business acts and practices described herein

4 72. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
5 described herein and below.

6 **VII.**

7 **PRAYER**

8 WHEREFORE, Plaintiff prays for judgment as follows:

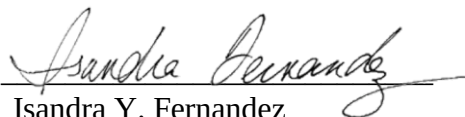
- 9 1. That the Court determine that this action may be maintained as a class action;
10 2. For compensatory damages in an amount according to proof with interest thereon;
11 3. For economic and/or special damages in an amount according to proof with interest
12 thereon;
13 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
14 5. For premium pay and penalties pursuant to Labor Code §§203, 204;
15 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 218.5, 1194; and
16 7. For such other and further relief as the Court deems just and proper.

17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands trial of claims by jury to the extent authorized by law.
20
21

22 **Dated: July 27, 2021**

JAMES HAWKINS, APLC

23
24 

25 Isandra Y. Fernandez

26 Kacey E. Cook

27 Attorneys for Plaintiff

28 EVA BANUELOS CASTANON