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VIVIAN CASTILLO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

VIVIAN CASTILLO, an individual,

Plaintiff,

vs.

CALIFORNIA SPECIALTY FARMS, an
entity of unknown form; PRIORITY
WORKFORCE, LLC, a California limited
liability company; KELLYN DOE, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV04880

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(k);**
- 5. HARASSMENT BASED ON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOVT. CODE
§12940(n);**
- 8. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
IN VIOLATION OF GOVT. CODE**

- §12940 *et seq.*;
9. FAILURE TO PAY MINIMUM WAGES DUE (Cal. *Labor Code* §§ 1194, 1194.2, 1197, 1197.1 1198; WAGE ORDER NO. 8);
10. FAILURE TO PROVIDE MEAL PERIODS (Cal. *Labor Code* §226.7; WAGE ORDER NO. 8);
11. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED (Cal. *Labor Code* § 226.7; WAGE ORDER NO. 8);
12. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226);
13. FAILURE TO PAY ALL WAGES DUE ON TERMINATION (Cal. *Labor Code* §203);
14. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
15. UNFAIR COMPETITION (Cal. *Bus. & Prof. Code* §§17200 *et seq.*).

DEMAND FOR A JURY TRIAL

Vivian Castillo (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*, and the rules, regulations and directives implementing those statutes,

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendants California Specialty Farms and Priority Workforce LLC owned and operated their hospital in Los Angeles County.

II. PARTIES

1 3. At all times relevant hereto, Plaintiff Vivian Castillo (hereinafter “Plaintiff”)
2 was an individual over age 18 and a resident of Los Angeles County, California.

3 4. Plaintiff is informed and believes and thereon alleges that at all times material
4 hereto, Defendant California Specialty Farms (“CSF”), has been, and is an entity of unknown
5 form, with a principal place of business at 2421 E. 16th Street, Los Angeles, CA 90021.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant Priority
7 Workforce, LLC (“PW”), has been, and is a California limited liability company, with a
8 principal place of business at 13243 Valmont Ct., Victorville, California 92329.

9 6. Plaintiff is informed and believes and thereon alleges that Defendant Kellyn Doe
10 (“Kellyn”) (collectively with CSF and PW “Defendants”) is an individual, who at all times
11 relevant herein, was a resident of Los Angeles County. Kellyn is Plaintiff’s former supervisor
12 at CSF.

13 7. Plaintiff was employed by CSF and PW as a Warehouse Associate/Line Worker.
14 Plaintiff is informed and believes and thereon alleges that at all times material hereto CSF and
15 PW have been authorized to do business and have been doing business in the State of
16 California.

17 8. Plaintiff is informed and believes and thereon alleges, that at all times relevant
18 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
19 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
20 herein alleged, were acting within the course and scope of such agency or employment, and
21 with the approval and ratification of each of the other Defendants.

22 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
23 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
24 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
25 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
26 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
27 individual person who owned, controlled, or managed the business for which Plaintiff worked
28 and/or who directly or indirectly exercised operational control over the wages, hours, and

1 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
2 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
3 Defendants, which included decision-making responsibility for, and establishment of, disability
4 discrimination and harassment practices and policies, and wage and hour violations, for
5 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
6 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
7 alleged herein.

8 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
9 through 100 are, and at all times relevant hereto were, persons, corporations or other business
10 entities organized and existing under and by virtue of the laws of the State of California, and
11 are/were qualified to transact and conduct business in the State of California, and did transact
12 and conduct business in the State of California, and are thus subject to the jurisdiction of the
13 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
14 employ persons, conduct business and engage in disability discrimination and wage and hour
15 violations, in the County of Los Angeles.

16 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
17 fictitiously named Defendants aided and assisted the named Defendants in committing the
18 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
19 Defendant.

20 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
21 **ACTION**

22 **Employment Information**

23 12. Plaintiff was an employee of CSF and PW since on or about October 13, 2024.
24 Plaintiff worked as a Warehouse Associate/Line Worker for CSF and PW. Plaintiff cut
25 cilantro, prepared boxes and placed cilantro on the line. Plaintiff worked 8 or more hours per
26 day. She was employed at CSF and PW until January 3, 2025, when Plaintiff was wrongfully
27 terminated.

1 13. Plaintiff is informed and believes and thereon alleges that CSF contracted with
2 PW whereby PW would provide CSF with staffing/employment services.

3 14. Plaintiff is informed and believes and thereon alleges that CSF and PW
4 exercised control over Plaintiff's wages, hours and/or working conditions (start time, end time,
5 etc.) such that they were joint employers.

6 15. Given the amount of influence, control and direction CSF and PW exerted over
7 Plaintiff's employment, CSF and PW were Plaintiff's co-employers.

8 **Discrimination, Harassment and Wrongful Termination**

9 16. Plaintiff was denied a work environment free of disability discrimination and
10 harassment and was targeted for wrongful termination on or about January 3, 2025.

11 17. Plaintiff worked with many boxes that contained ice.

12 18. On or about January 2, 2025, Plaintiff was under a lot of pressure from Kellyn to
13 complete a job and she did not notice that there was water on the floor due to ice that had
14 melted. Plaintiff slipped and fell and injured her left arm, waist and lower back. As such, this
15 condition constitutes a physical disability, as that term is defined in *Government Code* §
16 12926(l)(1)(A), (B).

17 19. Kellyn witnessed the accident and told Plaintiff to reach out to PW so that they
18 could send her to the doctor. Although Plaintiff was in pain, she was able to finish her shift.

19 20. Juana, Plaintiff's other supervisor asked Plaintiff to call PW to report her injury
20 and to see if they would send her to the doctor.

21 21. PW asked Plaintiff to go to their office to sign a document, but Plaintiff
22 explained that she could not go on that day due to the injury and would go the next day.

23 22. On January 3, 2025, Plaintiff received a call from PW stating that they no longer
24 had work for her and that she should not return to CSF.

25 23. As a result of the harassment and discrimination, Plaintiff suffered emotional
26 distress and aggravation of her injury.

27 24. CSF and PW's wrongful termination of Plaintiff was wrongfully motivated by
28 discrimination against her due to her disability.

1 25. At all times material hereto, CSF and PW regularly employed five or more
2 persons and therefore are employers, as that term is defined in *Government Code* § 12926(d).

3 26. On February 19, 2025, Plaintiff filed an administrative complaint with the
4 Department of Fair Employment and Housing (“DFEH”) alleging discrimination and
5 harassment by CSF, PW and Kellyn. On February 19, 2025, the DFEH issued to Plaintiff a
6 Right to Sue Notice as to CSF, PW and Kellyn.

7 **Wage and Hour Violations**

8 27. The employment by CSF and PW of Plaintiff is governed by Industrial Welfare
9 Commission Wage Order No. 8, which covers those persons employed in industries handling
10 products after harvest.

11 28. Under California law, non-exempt employees as defined by Wage Order No. 8,
12 are entitled to minimum wages.

13 29. As a result of CSF and PW’s failure to pay Plaintiff at required minimum wage
14 rates and failure to afford compliant meal/rest breaks, the wage statements issued to her did not
15 comply with *Labor Code* §226 and IWC Wage Order No. 8 in that they did not accurately
16 reflect all wages earned and due and owing.

17 30. At times Plaintiff was not afforded compliant meal breaks.

18 31. At times Plaintiff was not afforded complaint rest breaks.

19 32. CSF and PW routinely failed to provide Plaintiff with itemized wage statements
20 that properly and accurately itemized the number of hours she worked at the effective regular
21 rates of pay.

22 33. CSF and PW failed to pay Plaintiff all wages due on termination.

23 34. CSF and PW failed to provide Plaintiff with her requested employment records.

24 35. Pursuant to the California Labor Code, on or about February 19, 2025, Plaintiff
25 filed a notice with the Labor and Workforce Development Agency (LWDA) of his intent to
26 pursue claims against Defendants under the Private Attorney General Act (PAGA). As such,
27 Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint
28 to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

1 **FIRST CAUSE OF ACTION**

2 **(Discrimination Based on Physical Disability in Violation of Government Code**
3 **§§12940(a) - By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

4 36. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 37. Under the California Fair Employment and Housing Act ("FEHA"),
7 Government Code § 12940(a), an employer cannot discriminate against an employee, because
8 of a physical disability.

9 38. Plaintiff suffered from the physical limitation as set forth above and was
10 therefore a member of the class of persons protected from disability discrimination under
11 California Government Code § 12940(a).

12 39. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
13 on or about January 3, 2023, CSF and PW terminated Plaintiff's employment in violation of
14 California Government Code § 12940.

15 40. By terminating Plaintiff because of her physical disability, CSF and PW violated
16 Government Code § 12940(a).

17 41. As a direct and proximate result of CSF and PW's conduct, individually and
18 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
19 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost
20 and will continue to lose employment benefits in an amount within the jurisdiction of this
21 Court, according to proof.

22 42. As a direct and proximate result of CSF and PW's actions, Plaintiff has suffered
23 severe and serious injury to her person, all to her damage in the amount of at least \$1,000,000,
24 according to proof.

25 43. CSF and PW's conduct in discriminating against Plaintiff because of her
26 physical disability subjected her to cruel and unjust hardship in conscious disregard of her
27 rights, as it was anticipated by CSF and PW that Plaintiff would be unable to find comparable
28

1 employment in the foreseeable future. Plaintiff is informed and believes, and thereon alleges,
2 that her wrongful termination by CSF and PW were done with the intent to cause her injury.
3 As a consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is
4 entitled to an award of punitive damages in a sum to be shown according to proof.

5 44. Pursuant to California Government Code §12965(b), Plaintiff requests an award
6 of attorneys' fees in this action.

7 **SECOND CAUSE OF ACTION**

8 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against**
9 **Defendants CSF, PW and Does 1 through 100)**

10 45. Plaintiff realleges and incorporates by reference all of the allegations set forth in
11 this Complaint.

12 46. The offensive conduct to which Plaintiff was subjected constitutes a hostile
13 work environment in violation to FEHA, California Government Code §12940 et seq. During
14 her employment, CSF and PW violated FEHA, California Government Code §12940 (j), by
15 discriminating against Plaintiff due to her physical disability.

16 47. CSF and PW's harassment was hostile, abusive, continuous and pervasive to
17 create a hostile work environment for Plaintiff.

18 48. CSF and PW's harassment was unwelcome, humiliating, offensive and
19 adversely affected the terms of Plaintiff's employment.

20 49. Plaintiff was subjectively offended by CSF and PW's conduct and any
21 reasonable person in Plaintiff's position would perceive CSF and PW's conduct as being
22 offensive, hostile and abusive.

23 50. As a direct result of CSF and PW's failure to take all reasonable steps necessary
24 to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering,
25 extreme and severe mental anguish and emotional distress, loss of earnings and earning
26 capacity, in at least the amount of \$1,000,000, subject to proof at trial.

27 51. Plaintiff is hereby entitled to general and compensatory damages in an amount
28 within the jurisdiction of this Court, subject to proof at trial.

1 52. CSF and PW did the things hereinabove alleged, intentionally, oppressively, and
2 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
3 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
4 community.

5 53. All actions of CSF and PW were known, ratified and approved by the officers or
6 managing agents of CSF and PW. Therefore, Plaintiff is entitled to punitive or exemplary
7 damages against CSF and PW in an amount to be determined at the time of trial.

8 54. Pursuant to California Government Code §12965(b), Plaintiff requests an award
9 of attorneys' fees in this action.

10 **THIRD CAUSE OF ACTION**

11 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**
12 **Defendants CSF, PW and Does 1 through 100)**

13 55. Plaintiff realleges and incorporates by reference all of the allegations set forth
14 above in the Complaint.

15 56. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),
16 which provides that it is unlawful to retaliate against a person "because the person has opposed
17 any practices forbidden under [Government Code sections 12900 through 12966] or because
18 the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

19 57. As a result of her physical disability, Plaintiff was denied the right to work in an
20 environment free of discrimination and harassment and was wrongfully terminated by CSF and
21 PW.

22 58. CSF and PW's retaliatory conduct toward Plaintiff caused her emotional injury,
23 including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. CSF and PW's
24 retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

25 59. Plaintiff's physical disability was the reason CSF and PW retaliated against her.

26 60. Plaintiff has suffered monetary damages, lost wages and privileges of
27 employment illegally caused by CSF and PW's discriminatory conduct in an amount within the
28 jurisdiction of this Court, according to proof.

61. CSF and PW did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

62. All actions of CSF and PW were known, ratified and approved by the officers or managing agents of CSF and PW. Therefore, Plaintiff is entitled to punitive or exemplary damages against CSF and PW in an amount to be determined at the time of trial.

63. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

FOURTH CAUSE OF ACTION

**(Failure to Prevent Discrimination from Occurring in Violation of Government Code
§12940(k) - By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

64. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

65. CSF and PW's conduct in subjecting Plaintiff to discriminatory conduct due to Plaintiff's physical disability constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent discrimination and retaliation from occurring pursuant to California Government Code Section 12940(k).

66. CSF and PW failed to take measures to prevent discrimination and retaliation.

67. As a direct result of CSF and PW's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in the amount of at least \$1,000,000, according to proof at trial.

68. Plaintiff is hereby entitled to general and compensatory damages in an amount within the jurisdiction of this Court, according to proof at trial.

69. CSF and PW did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against

1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

3 70. All actions of CSF and PW were known, ratified and approved by the officers or
4 managing agents of CSF and PW. Therefore, Plaintiff is entitled to punitive or exemplary
5 damages against CSF and PW in an amount to be determined at the time of trial.

6 71. Pursuant to California Government Code §12965(b), Plaintiff requests an award
7 of attorneys' fees in this action.

8 **FIFTH CAUSE OF ACTION**

9 **(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff**
10 **against all Defendants and Does 1 through 100)**

11 72. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 73. Beginning in or about January 2025, Plaintiff was harassed by the actions,
14 conduct and comments of CSF and PW's employee, Kellyn, which actions, conduct and
15 comments combined to create and allow a pattern of harassment towards her due to her
16 disability.

17 74. Defendants' actions constituted a continuing violation of Cal. Gov. Code §
18 12940, et seq.

19 75. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
20 claims of disability and harassment and take appropriate remedial action.

21 76. Defendants engaged in retaliatory actions against Plaintiff due to her disability
22 and Plaintiff was subjected to unfair and hostile treatment by Defendants.

23 77. All of the conduct by Defendants, was done with the full knowledge and
24 ratification of the management employees of CSF and PW and was consistent with the
25 recognized policies and procedures of CSF and PW, which tolerated and encouraged such
26 discriminatory conduct.

27 78. At all times herein mentioned, Defendants were legally required to refrain from
28 discriminating against and harassing any employee on the basis of physical disability, among

1 other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in
2 full compliance with these sections, and received a right to sue letter.

3 79. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
4 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
5 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
6 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

7 80. Defendants did the things hereinabove alleged, intentionally, oppressively, and
8 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
9 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
10 ought not to be suffered by any member of the community.

11 81. All actions of Defendants were known, ratified and approved by the officers or
12 managing agents of CSF and PW. Therefore, Plaintiff is entitled to punitive or exemplary
13 damages against the Defendants, and each of them, in an amount to be determined at the time
14 of trial.

15 82. Pursuant to California Government Code §12965(b), Plaintiff requests an award
16 of attorneys' fees in this action.

17 **SIXTH CAUSE OF ACTION**

18 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code** 19 **§§12940 (m) – By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

20 83. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 84. As alleged herein, Plaintiff requested that CSF and PW make a reasonable
23 accommodation for her physical disability so that she would be able to perform the essential
24 job requirements. CSF and PW refused said accommodation and refused to discuss any other
25 potential reasonable accommodation it might afford to Plaintiff, wrongfully terminating
26 Plaintiff instead on or about January 3, 2025.

27 85. By refusing to afford Plaintiff a reasonable accommodation, CSF and PW
28 violated Government Code § 12940(m).

86. As a direct and proximate result of CSF and PW's conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and will continue to lose employment benefits.

87. As a direct and proximate result of CSF and PW's actions, Plaintiff has suffered severe and serious injury to her person, all to her damage in an amount within the jurisdiction of this Court, according to proof.

88. CSF and PW did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

89. All actions of CSF and PW were known, ratified and approved by the officers or managing agents of CSF and PW. Therefore, Plaintiff is entitled to punitive or exemplary damages against the CSF and PW in an amount to be determined at the time of trial.

90. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SEVENTH CAUSE OF ACTION

(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code* §12940(n)– By Plaintiff Against Defendants CSF, PW and Does 1 through 100)

91. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

92. At all times hereto, FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding on CSF and PW. This subsection imposes a duty on Defendant to engage in a timely, good faith, interactive process with the employee to determine reasonable accommodation, if any, in response to a request for a reasonable accommodation by an employee with a known physical disability or known medical condition.

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1 93. At all relevant times, Plaintiff was a member of a protected class within the
2 meaning of Government Code §12940(a) et seq. because she had a disability, of which CSF
3 and PW had both actual and constructive notice.

4 94. Plaintiff reported her disability to CSF and PW, triggering CSF and PW's
5 obligation to engage in a good faith interactive process with Plaintiff, but at all times herein,
6 CSF and PW failed and refused to do so.

7 95. CSF and PW breached their statutory duty under FEHA to engage in a timely
8 good faith interactive process to determine a reasonable accommodation for Plaintiff's physical
9 disability. Plaintiff further alleges: (1) that CSF and PW were the Plaintiff's employer; (2) that
10 Plaintiff was an employee of CSF and PW; (3) that Plaintiff had a disability that required
11 reasonable accommodation and which disability was known to CSF and PW; (4) that Plaintiff
12 requested that CSF and PW make reasonable accommodation for her disability and/or physical
13 condition so that she would be able to perform the essential functions of her job requirements;
14 (5) that Plaintiff was willing to participate in the interactive process to determine whether
15 reasonable accommodation could be made so that she would be able to perform the essential
16 job requirements; (6) that CSF and PW failed to participate in a timely good faith interactive
17 process with Plaintiff to determine whether reasonable accommodation could be made; (7) that
18 Plaintiff was harmed financially; and (8) that CSF and PW's failure to engage in a good faith
19 interactive process was a substantial factor in causing Plaintiff's damage and harm. Instead of
20 engaging in a good faith interactive process, CSF and PW, wrongfully terminated Plaintiff on
21 or about January 3, 2025.

22 96. The above acts of CSF and PW constitute violations of FEHA, and were a
23 proximate cause of Plaintiff's damages as stated below.

24 97. CSF and PW did the things hereinabove alleged, intentionally, oppressively, and
25 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
26 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
27 community.

28

98. All actions of CSF and PW were known, ratified and approved by the officers or managing agents of CSF and PW. Therefore, Plaintiff is entitled to punitive or exemplary damages against the CSF and PW in an amount to be determined at the time of trial.

99. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.)

– By Plaintiff Against Defendants CSF, PW and Does 1 through 100)

100. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

101. Plaintiff alleges that significant policies exist in the State of California that prohibit discrimination, retaliation, wrongfully terminating an employee for being disabled, complaining about harassment and protesting against unlawful employment practices. Among others, the right to be free from discrimination and retaliation are codified in the California and United States Constitutions and the provisions of Government Code §§12900 *et seq.*

102. These policies are set forth in various laws including but not limited to Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment discrimination).

103. Plaintiff became disabled while working for CSF and PW.

104. CSF and PW, acting through their employees, intentionally created and knowingly permitted the discrimination based on disability and harassment.

105. CSF and PW wrongfully terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against employment discrimination based upon disability and against harassment.

106. CSF and PW's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount within the jurisdiction of this Court, according to proof.

1 107. As a further proximate result of the unlawful acts of CSF and PW as alleged
2 above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and
3 emotional and physical distress that a reasonable person would suffer upon losing her job. As
4 a result of such actions and consequent harm, Plaintiff has suffered such damages in the
5 amount of at least \$1,000,000, according to proof.

6 108. The above acts of CSF and PW constituted a wrongful termination of Plaintiff
7 and were in violation of public policy as described above. Such termination was a substantial
8 factor in causing damage and injury to Plaintiff as set forth below.

9 109. Plaintiff believes and thereon alleges that engaging in protected activity,
10 including, but not limited to, complaining about harassment were factors in CSF and PW's
11 conduct as alleged hereinabove.

12 110. As a result of CSF and PW's conduct, Plaintiff is entitled to recover punitive
13 damages in amount according to proof at trial.

14 111. Pursuant to California Government Code §12965(b), Plaintiff requests an award
15 of attorneys' fees in this action.

16 **NINTH CAUSE OF ACTION**

17 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
18 **119, IWC Wage Order No. 8– By all Plaintiff Against Defendants CSF, PW and Does 1**
19 **through 100)**

20 112. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 113. *Labor Code* § 1197 states the California requirement that employees must be
23 paid at least the minimum wage fixed by the Commission, and any payment of less than the
24 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
25 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full
26 amount of this minimum wage." IWC Wage Order No. 8 also obligates employers to pay each
27 employee minimum wages for all hours worked. These minimum wage standards apply to each
28 hour employees worked for which they were not paid. Therefore, an employer's failure to pay

1 for any particular hour of time worked by an employee is unlawful, even if averaging an
2 employee's total pay over all hours worked, paid or not, results in an average hourly wage
3 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

4 114. Here, Plaintiff was not paid minimum wages due to CSF and PW's failure to
5 afford Plaintiff compliant meal/rest breaks.

6 115. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
7 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
8 wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

9 116. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
10 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
11 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
12 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
13 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
14 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
15 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
16 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
17 (N.D. Cal. 2016).

18 117. Plaintiff suffered and continued to suffer losses related to the use and
19 enjoyment of compensation due and owing to her as a direct result of CSF and PW's unlawful
20 acts and Labor Code violations in the amount of at least \$99,360.00, to be shown according to
21 proof at trial.

22 118. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
23 wages against employers and those individuals acting on their behalf. Plaintiff requests that
24 this Court assess said penalty against Defendants CSF and PW in an amount to be proven at
25 trial.

26 119. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
27 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
28

1 CSF and PW owe her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in
2 amounts according to proof.

3 **TENTH CAUSE OF ACTION**

4 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order**
5 **No. 8– By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

6 120. Plaintiff realleges and incorporates by reference all of the allegations set forth in
7 this Complaint.

8 121. California Labor Code §226.7(a) prohibits an employer from requiring an
9 employee to work during any meal period mandated by an applicable Industrial Wage Order.
10 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
11 employee to work during a meal or rest break or recovery period mandated pursuant to an
12 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
13 Commission..."

14 122. California Labor Code §1198 makes unlawful the employment of an employee
15 under conditions the IWC prohibits.

16 123. IWC Wage Order No. 8 provides, in relevant part: "No employer shall employ
17 any person for a work period of more than five (5) hours without a meal period of not less than
18 30-minutes, except that when a work period of not more than six (6) hours will complete the
19 day's work the meal period may be waived by mutual consent of the employer and the
20 employee."

21 124. IWC Wage Order No. 8 further provides, in relevant part: "Unless the employee
22 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
23 'on duty' meal period and counted as time worked."

24 125. Section 512(a) of the California Labor Code provides, in relevant part, that:
25 An employer may not employ an employee for a work period of more than five
26 hours per day without providing the employee with a meal period of not less
27 than 30-minutes, except that if the total work period per day of the employee is
28

1 no more than six hours, the meal period may be waived by mutual consent of
2 both the employer and employee.

3 126. The Labor Code and Wage Order No. 8 provisions cited above require
4 California employers to provide employees with off-duty 30-minute meal periods on or before
5 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
6 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
7 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
8 or before the fifth hour of their shifts.

9 127. Plaintiff was restricted from leaving her work area during her meal breaks.

10 128. CSF and PW further violated IWC Wage Order No. 8 and Labor Code § 226.7
11 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay
12 for each work day that the meal period was not provided, in an amount according to proof. This
13 amount remains owed and unpaid.

14 129. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
15 recover wages due based on the deprivation of meal periods under Cal. Labor Code
16 § 226.7(b).

17 130. As a direct and proximate result of CSF and PW's unlawful conduct as alleged
18 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
19 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
20 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant
21 CSF and PW's violations of the California Labor Code and IWC Wage Order No. 8.

22 **ELEVENTH CAUSE OF ACTION**

23 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order No.**

24 **8— By Plaintiff Against Defendant CSF, PW and Does 1 through 100)**

25 131. Plaintiff realleges and incorporates by reference all of the allegations set forth in
26 this Complaint.

27 //

28 //

1 132. Labor Code § 226.7 and IWC Wage Order No. 8 provide that employers shall
2 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
3 per four hours of work, or major fraction thereof.

4 133. Labor Code § 226.7 and Wage Order No. 8 provide that if an employer fails to
5 provide an employee with rest periods in accordance with those provisions, the employer shall
6 pay the employee one hour of pay at the employee's regular rate of compensation for each
7 workday that the rest periods were not so provided.

8 134. CSF and PW have intentionally and improperly failed to afford Plaintiff rest
9 periods in violation of Labor Code § 226.7 and Wage Order No. 8. Plaintiff was restricted from
10 leaving her work area during her rest breaks.

11 135. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

12 136. By virtue of CSF and PW's unlawful failure to afford compliant rest periods,
13 Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently
14 unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be
15 ascertained according to proof at trial.

16 **TWELFTH CAUSE OF ACTION**

17 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code**
18 **§226– By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

19 137. Plaintiff realleges and incorporates by reference all of the allegations set forth in
20 this Complaint.

21 138. At all times relevant herein, CSF and PW issued payroll statements to Plaintiff
22 which violated Cal. Lab. Code §226(a), in that CSF and PW failed to properly and accurately
23 itemize the number of hours she worked at the effective regular rates of pay.

24 139. CSF and PW knowingly and intentionally failed to comply with Cal. Lab. Code
25 §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
26 expended calculating her true hours worked, and the amount of employment taxes which were
27 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
28 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the

1 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
2 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
3 costs.

4 140. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
5 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

6 **THIRTEENTH CAUSE OF ACTION**

7 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**
8 **Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

9 141. Plaintiff realleges and incorporates by reference all of the allegations set forth in
10 this Complaint.

11 142. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
12 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
13 from employment, unpaid wages are due and payable within 72 hours of resignation.

14 143. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
15 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
16 paid, not to exceed thirty days.

17 144. Plaintiff was wrongfully discharged from CSF and PW's employ and CSF and
18 PW willfully failed to pay Plaintiff wages due to her.

19 145. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
20 she was not timely paid, not to exceed 30 days' wages.

21 146. By willfully failing to pay Plaintiff for minimum wages and separate amounts
22 owed for meal/rest periods not provided, as set forth above, in a timely manner as required by
23 Cal. Lab. Code §§ 201 & 202, CSF and PW are liable to her for penalties pursuant to Cal. Lab.
24 Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount according to
25 proof.

26 **FOURTEENTH CAUSE OF ACTION**

27 **(Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code**
28 **§1198.5 By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

1 147. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 148. California Labor Code Section 1198.5 provides:

4 (a) Every current and former employee, or his or her representative, has the right
5 to inspect and receive a copy of the personnel records that the employer
6 maintains relating to the employee's performance or to any grievance concerning
7 the employee.

8 (b) The employer shall make the contents of those personnel records available
9 for inspection to the current or former employee, or his or her representative, at
10 reasonable intervals and at reasonable times, but not later than 30 calendar days
11 from the date the employer receives a written request, unless the current or
12 former employee, or his or her representative, and the employer agree in writing
13 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
14 date does not exceed 35 calendar days from the employer's receipt of the written
15 request to inspect the records. Upon a written request from a current or former
16 employee, or his or her representative, the employer shall also provide a copy of
17 the personnel records,... later than 30 calendar days from the date the employer
18 receives the request...

19 (k) If an employer fails to permit a current or former employee, or his or her
20 representative, to inspect or copy personnel records within the times specified I
21 this section... the current or former employee may recover a penalty of seven
22 hundred fifty dollars (\$750) from the employer.

23 (1) A current or former employee may also bring an action for injunctive relief
24 to obtain compliance with this section, and may recover costs and reasonable
25 attorney's fees in such an action.

26 149. Additionally, pursuant to IWC Wage Order No. 8, at section 7 re: Records,
27 employers are required to keep accurate payroll records on each employee, and such records
28

1 must be made readily available for inspection by the employee upon reasonable request. The
2 employer must also maintain accurate production records.

3 150. On or about February 19, 2025, Plaintiff's counsel issued a written request to
4 CSF for copies of her personnel records.

5 151. Under California Labor Code Sections 226, 432 and 1198.5, such records were
6 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
7 Plaintiff's counsel and CSF and PW did not enter into an agreement to enlarge the time for CSF
8 and PW's compliance, and CSF and PW have failed and refused to permit Plaintiff copies of
9 her records.

10 152. As a direct result and consequence of CSF and PW's failure and refusal to
11 permit Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an
12 order or decree mandating CSF and PW's compliance. Plaintiff has suffered and will suffer
13 harm as a result of CSF and PW's ongoing refusal to comply. Plaintiff also seeks recovery of
14 the statutory penalty of \$750 based upon CSF and PW's violation of §1198.5.

15 **FIFTEENTH CAUSE OF ACTION**

16 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
17 **§17200 et seq.– By Plaintiff Against Defendants CSF, PW and Does 1 through 100)**

18 153. Plaintiff realleges and incorporates by reference all of the allegations set forth in
19 this Complaint.

20 154. California Business & Professions Code § 17200 et seq. prohibits acts of unfair
21 competition, which shall mean and include any "unlawful and unfair business practices."

22 155. CSF and PW's conduct as alleged herein has been and continues to be unfair,
23 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
24 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
25 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
26 therefore has standing to bring this suit for restitution.

27 156. The payment of minimum wages, affording of meal/rest breaks, paying all
28 wages due on termination, issuing accurate wage statements and providing employment records

1 are fundamental public policies of the State of California. It is also the public policy of this
2 State to enforce minimum labor standards, to ensure that employees are not required or
3 permitted to work under substandard and unlawful conditions, and to protect those employers
4 who comply with the law from losing competitive advantage to other employers who fail to
5 comply with labor standards and requirements.

6 157. CSF and PW failed to pay Plaintiff minimum wages, allow Plaintiff to take
7 meal/rest breaks, to pay all wages due on termination, to issue accurate wage statements and to
8 provide her employment records.

9 158. During the applicable limitations period, CSF and PW violated Plaintiff's rights
10 under the above-referenced Labor Code sections by failing to pay for minimum wages,
11 meal/rest breaks not afforded in violation of *Labor Code* §§ 226.7 and 203, 226, as a result of
12 not correctly calculating her regular rate of pay to include all applicable remuneration,
13 including, but not limited to, minimum wages and premium pay for improper meal/rest break.

14 159. Through the conduct alleged herein, CSF and PW acted contrary to these public
15 policies and has thus engaged in unlawful and/or unfair business practices in violation of
16 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
17 privileges guaranteed to employees under California law.

18 160. CSF and PW regularly and routinely violated the following statutes and
19 regulations with respect to Plaintiff:

20 *Cal. Labor Code* § 1197 and IWC Wage Order No. 8 (failure to pay minimum
21 wages);

22 *Cal. Lab. Code* § 226 (failure to provide accurate wage statements to employees
23 at the time of payment);

24 *Cal. Lab. Code* §§ 201, 202 and 203 (failure to pay wages due on termination);

25 *Cal. Lab. Code* §§ 226.7 and 512, and IWC Wage Order No. 8 (failure to
26 provide compliant meal/rest periods); and

27 *Cal. Lab. Code* § 1198.5 (failure to allow inspection of employment records).
28

161. By engaging in these business practices, which are unfair business practices within the meaning of Bus. & Prof. Code §§ 17200 et seq., CSF and PW harmed Plaintiff and gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is entitled to obtain restitution of these funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendants, and each of them, as follows:

1. For compensatory damages in the amount of minimum wages due to Plaintiff, in the amount of at least \$99,360, according to proof;
2. For compensatory damages for lost wages and employment benefits, in the amount of at least \$99,360, according to proof;
3. For compensatory damages for physical and emotional distress, in the amount of \$1,000,000, according to proof;
4. For an award of consequential damages, according to proof;
5. For general damages according to proof;
6. For compensation of one hour at the regular rate of pay for each meal/rest period denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 8, according to proof;
7. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
8. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the total amount of days elapsed between the date of involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
9. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
10. For a preliminary and permanent injunction ordering CSF and PW to disclose Plaintiff's payroll records and to prevent CSF and PW from committing such illegal acts in the future;

11. For an award of restitution of wages to Plaintiff in an amount equal to the amount of wages owed and unpaid, according to proof;

12. For injunctive relief requiring CSF and PW to comply with Labor Code 1198.5(b)(1);

13. For punitive and exemplary damages in a sum to be determined at trial;

14. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Government Code* § 12965(b), Cal. Lab. Code §§ 218.5, 1198.5(1) and Cal. Code Civ. Proc. §1021.5;

15. For prejudgment interest, according to proof; and

16. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Vivian Castillo hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: February 19, 2025

By: Shana Villoria
Shana L. Villoria
Attorneys for Plaintiff
Vivian Castillo