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Attorneys for Plaintiff, JESUS CASTRO, as an aggrieved employee, and on behalf of all other aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JESUS CASTRO, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

EAGLE EYE PRODUCE CALIFORNIA,
INC., an Idaho corporation; EAGLE EYE
LOGISTICS, LLC an Idaho limited liability
company; EAGLE EYES LOGISTICS LLC, a
California limited liability company;
AGRICULTURE PACKING SERVICES
INC, a California stock corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **CVME2514874**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff JESUS CASTRO (“Mr. Castro” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against EAGLE EYE PRODUCE CALIFORNIA, INC., an Idaho corporation (“Eagle Eye Produce”), EAGLE EYE LOGISTICS, LLC, an Idaho limited liability company (“Eagle Eye Logistics Idaho”), EAGLE EYES LOGISTICS LLC, a California limited liability company (“Eagle Eyes Logistics California”), AGRICULTURE PACKING SERVICES INC, a California stock corporation (“Agriculture Packing”), and any of their respective subsidiaries or affiliated companies within the State of California, (Eagle Eye Produce, Eagle Eye Logistics Idaho, Eagle Eyes Logistics California, and Agriculture Packing, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558.1, 1102.5, 1182.12, 1194, 1194.2, 1197.5, 1198, 1198.5, 2699, 2802, and 2810.5, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

1 3. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
2 sections 392, *et seq.* because, among other things, Riverside County is where the causes of action
3 complained of herein arose; the county in which the employment relationship began; the county in
4 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
5 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
6 and Defendants was actually performed; and the county in which Defendants, or some of them,
7 reside or do business. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
8 and Aggrieved Employees in Riverside County, and because Defendants employ numerous
9 Aggrieved Employees in Riverside County.

10 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
11 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
12 County of Riverside because Defendants transact business within this judicial district and conduct
13 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
14 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
15 where the defendants committed Labor Code violations against some of its employees].)

16 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
17 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
18 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
19 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
20 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
21 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
22 aggrieved current and former employees of Defendants during the Civil Penalty Period.

23 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
24 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
25 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
26 PAGA allegations described herein is not required.

27 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
28 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432,

1 432.3, 510, 512, 558.1, 1102.5, 1182.12, 1194, 1197, 1197.5, 1198, 1198.5, 2699, 2802, and 2810.5,
2 among others.

3 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
4 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
5 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
6 specified in Labor Code section 2699.3.

7 9. On or around September 10, 2025, Plaintiff provided written notice pursuant to Labor
8 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
9 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
10 as well as by certified mail, with return receipt requested to Defendants, and each of them.

11 10. To the extent that any of the Defendants previously used the notice and cure
12 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
13 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
14 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
15 using the early evaluation conference process under Labor Code section 2699.3(f).

16 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
17 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
18 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
19 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

20 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
21 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
22 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
23 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
24 penalties pursuant to Labor Code section 2699(g)(1)-(3).

25 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
26 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
27 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
28 penalties pursuant to Labor Code section 2699(h)(1)-(3).

14. Insofar as the LWDA or a court has issued a finding or determination as to the Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to have unlawfully committed some or all of the above-referenced Labor Code violations, said Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of Plaintiff's PAGA Notice.

15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants' receipt of Plaintiff's PAGA Notice.

16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the September 10, 2025, postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

17. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12) hours per day, over forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation,

1 by requiring employees: to make or respond to telephone calls and/or text messages off the clock as
2 well as having to attend to their cell phone for work-related calls during any attempted meal periods;
3 editing, altering and/or manipulation of time from time entries to show less hours than actually
4 worked; and for paying overtime hours and minutes worked at the improper rate(s) of pay, all to
5 the detriment of Plaintiff and other Aggrieved Employees.

6 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
7 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
8 worked or otherwise under Defendants' control as a result of, without limitation, failing to
9 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
10 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
11 including, without limitation, to make or respond to telephone calls and/or text messages off the
12 clock as well as having to attend to their cell phone for work-related calls during any attempted meal
13 periods; and editing, altering and/or manipulation of time from time entries to show less hours than
14 actually worked, all to the detriment of Plaintiff and other Aggrieved Employees.

15 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
17 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
18 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
19 of ten (10) hours in a work day, including, without limitation: not providing timely meal periods;
20 failing to provide first and second meal periods; providing short meal periods; otherwise requiring
21 on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by
22 law or during which employees worked, and failing to provide compensation for such unprovided
23 meal periods as required by California wage and hour laws.

24 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
26 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
27 completely relieved of all of their duties, including, without limitation: by failing to provide rest
28 periods all together; requiring that they be bundled together and/or with meal periods; interrupting

1 them; and otherwise requiring on-duty/on-call rest periods failing to provide compensation for such
2 unprovided rest periods as required by California wage and hour laws.

3 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
5 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
6 including for, without limitation, failing to pay overtime wages, minimum wages, premium wages,
7 and paid time off wages , vacation pay, as well as making unlawful deductions from wages.

8 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
10 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked at each hourly
12 rate; the name (s) and address(es) of the legal entity (ies) that is/are the employer(s); and other such
13 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
14 have, on occasion, further failed to furnish employees with an accurate calculation of gross and net
15 wages earned, as well as gross and net wages paid.

16 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
18 including, without limitation, the costs incurred in the purchase and maintenance of cellular phones
19 and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience
20 to the directions of Defendants, as required by Labor Code section 2802, and other statutory and
21 common law offenses.

22 24. At all relevant times mentioned herein, Defendants have had a policy or practice of
23 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
24 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
25 any calendar month shall be paid for between the 16th and 26th day of the month during which the
26 labor was performed, and labor performed between the 16th and the last day, inclusive of any
27 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
28

1 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
2 seven (7) calendar days following the close of the payroll period in which wages were earned.

3 25. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
4 Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 245, 432,
5 1102.5, 1197.5, 2802, 2810, 1174.5, 1194, 1194.2, 1197.1, 2699, 2802, and 2810.5 for the herein-
6 described acts, which violate the California Labor Code as described above, including on behalf of
7 Plaintiff and other Aggrieved Employees pursuant to PAGA.

8 **PARTIES**

9 **A. Plaintiff**

10 26. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
11 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
12 exempt employee, with duties that included, but were not limited to, picking watermelon. Plaintiff
13 is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from
14 approximately October of 2024 through December of 2024.

15 **B. Defendants**

16 27. Plaintiff is informed and believes and based thereon alleges that defendant EAGLE
17 EYE PRODUCE is, and at all times relevant hereto was, a corporation organized in the State of
18 Idaho, but authorized, and licensed to do business in the County of Riverside, State of California.
19 At all relevant times herein, defendant EAGLE EYE PRODUCE employed Plaintiff and Aggrieved
20 Employees in the State of California

21 28. Plaintiff is further informed and believes, and based thereon alleges, that defendant
22 EAGLE EYE LOGISTICS IDAHO is, and at all times relevant hereto was, a limited liability
23 company organized and existing under and by virtue of the laws of the State of Idaho. Plaintiff is
24 further informed and believes, and based thereon alleges, that EAGLE EYE LOGISTICS IDAHO
25 is, and at all times relevant hereto was, authorized to and operating and doing business in the County
26 of Riverside, State of California with members and managers domiciled in and citizens of the State
27 of California. At all relevant times herein, defendant EAGLE EYE LOGISTICS IDAHO employed
28 Plaintiff and Aggrieved Employees in the State of California.

1 29. Plaintiff is informed and believes and based thereon alleges that defendant EAGLE
2 EYES LOGISTICS CALIFORNIA is, and at all times relevant hereto was, a limited liability
3 company organized and existing under and by virtue of the laws of the State of California. Plaintiff
4 is further informed and believes, and based thereon alleges, that EAGLE EYES LOGISTICS
5 CALIFORNIA is, and at all times relevant hereto was, authorized to and operating and doing
6 business in the County of Riverside, State of California with members and managers domiciled in
7 and citizen of the State of California. At all times herein, defendant EAGLE EYES LOGISTICS
8 CALIFORNIA employed Plaintiff and Aggrieved Employees in the State of California.

9 30. Plaintiff is informed and believes and based thereon alleges that defendant
10 AGRICULTURE PACKING is, and at all times relevant hereto was, a corporation organized
11 authorized and licensed to do business in the State of California. Plaintiff is further informed and
12 believes, and based thereon alleges, that AGRICULTURE PACKING is, and at all times relevant
13 hereto was, authorized to and operating and doing business in the County of Riverside, State of
14 California. At all relevant times herein, defendant AGRICULTURE PACKING employed Plaintiff
15 and Aggrieved Employees in the State of California

16 31. Plaintiff is informed and believes and based thereon alleges that defendants EAGLE
17 EYE PRODUCE, EAGLE EYE LOGISTICS IDAHO, EAGLE EYES LOGISTICS CALIFORNIA,
18 and AGRICULTURE PACKING are, and at all times relevant hereto were, “person[s]” as defined
19 in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

20 32. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
26 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
27 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
3 include EAGLE EYE PRODUCE, EAGLE EYE LOGISTICS IDAHO, EAGLE EYES
4 LOGISTICS CALIFORNIA, AGRICULTURE PACKING, and any of their parents, subsidiaries,
5 or affiliated companies within the State of California, as well as DOES 1 through 100 identified
6 herein.

7 **JOINT LIABILITY ALLEGATIONS**

8 33. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
10 representative, joint venture or co-conspirator of each of the other defendants, either actually or
11 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
12 employment, joint venture, and conspiracy.

13 34. All of the acts and conduct described herein of each and every corporate and limited
14 liability company defendant was duly authorized, ordered, and directed by the respective and
15 collective defendant corporate and limited liability company employers, and the owners, officers,
16 directors, members and management-level employees of said corporate and limited liability
17 company employers. In addition thereto, said corporate and limited liability company employers
18 participated in the aforementioned acts and conduct of their said employees, agents, and
19 representatives, and each of them; and upon completion of the aforesaid acts and conduct of said
20 corporate and limited liability company employees, agents, and representatives, the defendant
21 corporation and limited liability company respectively and collectively ratified, accepted the
22 benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of
23 the said acts and conduct of the aforementioned corporate and limited liability company employees,
24 agents and representatives.

25 35. Plaintiff is informed and believes, and based thereon allege, that there exists such a
26 unity of interest and ownership between Defendants, and each of them, that their individuality and
27 separateness have ceased to exist.

28 ///

1 36. Plaintiff is informed and believes, and based thereon alleges that despite the
2 formation of the purported corporate and/or limited liability existence of EAGLE EYE PRODUCE,
3 EAGLE EYE LOGISTICS IDAHO, EAGLE EYES LOGISTICS CALIFORNIA, AGRICULTURE
4 PACKING, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of
5 them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and each of them,
6 due to, but not limited to, the following reasons:

7 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
8 Defendants who personally committed the wrongful and illegal acts and violated the
9 laws as set forth in this Complaint, and who has hidden and currently hide behind the
10 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
11 other wrongful or inequitable purpose;

12 B. The Individual Defendants derive actual and significant monetary benefits by and
13 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
14 Defendants as the funding source for the Individual Defendants’ own personal
15 expenditures;

16 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
17 and the Alter Ego Defendants, while really one and the same, were segregated to
18 appear as though separate and distinct for purposes of perpetrating a fraud,
19 circumventing a statute, or accomplishing some other wrongful or inequitable
20 purpose;

21 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
22 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
23 mentioned herein were, so mixed and intermingled that the same cannot reasonably
24 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
25 are, and at all relevant times mentioned herein were, used by the Individual
26 Defendants as mere shells and conduits for the conduct of certain of their, and each
27 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
28 herein were, the alter egos of the Individual Defendants;

1 E. The recognition of the separate existence of the Individual Defendants and the Alter
2 Ego Defendants would promote injustice insofar that it would permit defendants to
3 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
4 Code, and other statutory violations. The corporate existence of these defendants
5 should thus be disregarded in equity and for the ends of justice because such disregard
6 is necessary to avoid fraud and injustice to Plaintiff herein;

7 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
8 Defendants (and vice versa), and the fiction of their separate corporate existence must
9 be disregarded;

10 37. As a result of the aforementioned facts, among others, Plaintiff is informed and
11 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
12 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
13 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
14 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
15 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
16 is conducted.

17 **FIRST CAUSE OF ACTION**

18 **(Violation of PAGA – Against All Defendants)**

19 38. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
20 and incorporates each by reference as though fully set forth hereat.

21 **Civil Penalties Under Labor Code § 210**

22 39. At all relevant times herein, Labor Code section 204, requires and required that:
23 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
24 between the 16th and 26th day of the month during which the labor was performed, and labor
25 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
26 between the 1st and 10th day of the following month” and for payroll periods such as those that are
27 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
28 the close of the payroll period in which wages were earned.

40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n 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, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(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.”

41. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in the manner alleged herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 as well as injunctive relief.

Civil Penalties Under Labor Code § 226.3

42. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect: reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a).

43. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

1 44. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
2 this section are in addition to any other penalty provided by law.”

3 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy or practice of failing to furnish non-exempt employees, including, without
5 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
6 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate; and other such information as
8 required by Labor Code section 226, subdivision (a) as alleged herein.

9 46. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
10 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
11 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
12 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
13 period for each subsequent violation.

14 Violation of Labor Code § 558

15 47. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
16 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
17 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
18 penalty as follows:

19 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
20 for each pay period for which the employee was underpaid in addition to an amount sufficient to
21 recover underpaid wages;

22 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to an amount
24 sufficient to recover underpaid wages;

25 (3) Wages recovered pursuant to this section shall be paid to the affected
26 employee.

27 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
28 each of them, violated, or caused to be violated, the Labor Code sections described herein, including

1 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
2 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
3 their employment and after their employment separation, receive accurate, itemized wage
4 statements, to be provided with the opportunity to inspect employment records, be provided with
5 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
6 use of paid sick leave.

7 49. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
9 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
10 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
11 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

12 Violation of Labor Code § 1174.5

13 50. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
14 every person employing labor in California to "[a]llow any member of the commission or the
15 employees of the Division of Labor Standards Enforcement free access to the place of business or
16 employment of the person to secure any information or make any investigation that they are
17 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
18 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
19 or papers of the person."

20 51. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
21 every person employing labor in California to "[k]eep a record showing the names and addresses of
22 all employees employed and the ages of all minors."

23 52. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
24 every person employing labor in California to "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
27 piece rate paid to, employees employed at the respective plants or establishments. These records
28 shall be kept in accordance with rules established for this purpose by the commission, but in any

1 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
2 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.”

4 53. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
5 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
6 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
7 member of the commission or employees of the division to inspect records pursuant to subdivision
8 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

9 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
10 willfully failed keep adequate or accurate time records including wage statements and similar
11 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
12 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
13 under Labor Code section 1174.

14 55. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
17 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

18 Violation of Labor Code § 1197.1

19 56. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
20 person acting either individually or as an officer, agent, or employee of another person, who pays
21 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
22 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
23 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
24 Section 203 as follows:

25 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
26 for each underpaid employee for each pay period for which the employee is underpaid. This amount
27 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
28 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

1 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
2 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
3 regardless of whether the initial violation is intentionally committed. This amount shall be in
4 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.

6 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
7 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

8 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
9 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
10 under Defendants’ control as a result of, without limitation, failing to accurately track and/or pay
11 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
12 wage; engaging, suffering, or permitting employees to work off the clock; requiring Plaintiff and
13 other Aggrieved Employees: to make or respond to telephone calls and/or text messages off the
14 clock as well as having to attend to their cell phone for work-related calls during any attempted meal
15 periods; and editing, altering and/or manipulation of time from time entries to show less hours than
16 actually worked, all to the detriment of Plaintiff and other Aggrieved Employees, entitling Plaintiff
17 and other Aggrieved Employees to actual and liquidated damages.

18 58. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
21 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
22 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
23 subsequent violation.

24 Civil Penalties Under Labor Code § 2699

25 59. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

3 60. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
4 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
5 alleged herein.

6 61. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
7 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
8 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
9 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

10 62. Moreover, Plaintiff and other Aggrieved Employees within the State of California
11 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
12 connection with their herein-described claims for civil penalties.

13 **REQUEST FOR JURY TRIAL**

14 A. Plaintiff hereby requests a trial by jury.

15 **PRAYER**

16 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
17 judgment against Defendants as follows:

- 18 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1,
19 1174.5, 1197.1, and 2699;
- 20 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
- 21 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
22 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- 23 C. Pre-judgment and post-judgment interest;
- 24 D. For costs of suit incurred herein; and

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1 E. Such other and further relief as the Court deems just and proper.

2 Dated: November 17, 2025

J. GILL LAW GROUP, P.C.

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4 BY: /s/ *Sacha Pomares*

5 JASMIN K. GILL

6 ASHLIE E. FOX

SACHA POMARES

7 Attorneys for Plaintiff JESUS CASTRO, as an
8 aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,
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