

Assigned for all purposes
Judge William D. Claster
CX-101

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of all other aggrieved employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

RUBEN SANTILLAN, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

MIL-SPEC HEAT TREATING INC., a
California stock corporation; CO-
ADVANTAGE RESOURCES, INC., a Florida
stock corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2026-01575269-CU-OE-CXC

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 RUBEN SANTILLAN (“Plaintiff” or “Mr. Santillan”) 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 MIL-SPEC HEAT TREATING INC., (“MIL-SPEC”), CO-ADVANTAGE RESOURCES, INC. (“CO-ADVANTAGE”), and any of their respective subsidiaries or affiliated companies within the State of California, (MIL-SPEC and CO-ADVANTAGE, 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, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3 232, 232.5, 245, et seq., 432, 1102.5, 1197.5, 1198.5, 2802, and 6400, et seq., 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 Orange County, California pursuant to Code of Civil Procedure
2 sections 392, *et seq.* because, among other things, Orange 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 Orange County, and because Defendants employ numerous Aggrieved
9 Employees in Orange County.
10

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

17 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
18 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
19 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
20 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
21 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
22 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
23 aggrieved current and former employees of Defendants during the Civil Penalty Period.
24

25 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
26 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
27

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
4 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*,
5 432, 432.3, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
6 1197.5, 1198, 1198.5, 2699, 2802, 2810.5, and 6400, *et seq.*, among others.

7
8 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
9 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
10 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
11 specified in Labor Code section 2699.3.

12 9. On or around March 25, 2026 Plaintiff provided written notice pursuant to Labor
13 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
14 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
15 as well as by certified mail, with return receipt requested to Defendants, and each of them.

16 10. To the extent that any of the Defendants previously used the notice and cure
17 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
18 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
19 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
20 using the early evaluation conference process under Labor Code section 2699.3(f).

21
22 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
23 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
24 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
25 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

26 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
27

1 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
2 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
3 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
4 penalties pursuant to Labor Code section 2699(g)(1)-(3).

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

9 14. Insofar as the LWDA or a court has issued a finding or determination as to the
10 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
11 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
12 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
13 have unlawfully committed some or all of the above-referenced Labor Code violations, said
14 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
15 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
16 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
17 serving of Plaintiff's PAGA Notice.
18

19 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
20 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
21 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
22 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
23 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
24 receipt of Plaintiff's PAGA Notice.
25

26 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27

1 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
2 calendar days of the March 25, 2026, postmarked date of the herein-described notice sent by Plaintiff
3 to the LWDA and Defendants.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

5 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
7 California in violation of California state wage and hour laws as a result of, without limitation,
8 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
9 hours per day, over forty (40) hours per week, and seven (7) straight work days in a work week
10 without paying them proper overtime and double time rate(s) of pay, as a result of, without
11 limitation, failing to accurately track and/or pay for all minutes and hours actually worked at the
12 proper overtime and double time rate(s) of pay; engaging, suffering, or permitting employees to
13 work off the clock and/or being subject to Defendants' control, including, without limitation, by
14 requiring Plaintiff and other Aggrieved Employees: to remain on-call while clocked out, to continue
15 working and/or attending Defendants' work-related requests during attempted meal breaks, to make
16 or respond to phone calls off of the clock; failing to include all forms of remuneration, including
17 non-discretionary bonuses, incentive pay and other forms of remuneration into the regular rate of
18 pay for the pay periods where overtime was worked and the additional compensation was earned
19 for the purpose of calculating the overtime rate of pay; deducting costs of insurance from employee
20 paychecks; deducting time from employees' hours worked for meal periods not actually taken or
21 shorter in length than the amount of time being automatically deducted; and editing and/or deducting
22 of time from time entries, all to the detriment of Plaintiff and other Aggrieved Employees.

25 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
26 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
27

1 worked or otherwise under Defendants' control as a result of, without limitation, failing to
2 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
3 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock
4 and/or be subject to Defendants' control, including, without limitation; requiring Plaintiff and other
5 Aggrieved Employees: to remain on-call while clocked out, to continue working and/or attending
6 Defendants' work-related requests during attempted meal breaks, to make or respond to phone calls
7 off of the clock; deducting costs of insurance from employee paychecks; deducting time from
8 employees' hours worked for meal periods not actually taken or shorter in length than the amount
9 of time being automatically deducted; and editing and/or deducting of time from time entries, all
10 to the detriment of Plaintiff and other Aggrieved Employees.

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

22 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
24 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
25 completely relieved of all of their duties, including, without limitation: by failing to provide rest
26 periods altogether, not providing them in a timely fashion, interrupting them, and otherwise
27

1 requiring on-duty/on-call rest periods; and failed to provide compensation for such unprovided rest
2 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, double time wages, minimum
7 wages, and premium wages, and accrued vacation/paid time off wages pursuant to Labor Code
8 section 227.3.
9

10 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
12 labor performed in a timely fashion as required under Labor Code section 204.

13 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
15 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each hourly
17 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
18 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
19 calculation of gross and net wages earned, as well as gross and net wages paid.
20

21 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
23 including, without limitation, the costs incurred for the purchase of mandatory steel-toe boots, and
24 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
25 their duties, or of their obedience to the directions of Defendants, as required by Labor Code section
26 2802, and other statutory and common law offenses.
27

1 25. At all relevant times mentioned herein, Defendants had and have a policy or
2 practice of failing to comply with Labor Code section 226, subdivision (a) by failing to keep
3 adequate or accurate time records including wage statements and similar payroll documents under
4 Labor Code section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees
5 with documents signed to obtain or hold employment under Labor Code section 432, personnel
6 records under Labor Code section 1198.5, and time records under Labor Code section 1174, making
7 it difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
8 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.
9

10 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
12 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
13 wages, double time wages, minimum wages, premium wages, and vacation/accrued paid time off
14 wages owed as required by Labor Code sections 201, 202, and 203.

15 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
16 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
17 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
18 any calendar month shall be paid for between the 16th and 26th day of the month during which the
19 labor was performed, and labor performed between the 16th and the last day, inclusive of any
20 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
21 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
22 seven (7) calendar days following the close of the payroll period in which wages were earned.
23

24 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
26 experience they obtained at Defendants for purposes of competing with Defendants, including,
27

1 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
2 a prospective employer, and from disclosing who else works at Defendants and under what
3 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
4 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
5 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
6 Code sections 232, 232.5, and 1197.5, subdivision (k).

7
8 29. Defendants had and have a policy or practice of preventing Plaintiff and other
9 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
10 to their managers or outside to private attorneys or government officials, among others, in violation
11 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
12 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
13 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
14 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
15 Code section 232 and 232.5.

16 30. Defendants had and have a policy or practice of preventing Plaintiff and other
17 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
18 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
19 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
20 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
21 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
22 liberty.
23

24 31. Defendants had and have a policy or practice of relying on the salary history
25 information of an applicant for employment as a factor in determining whether to offer employment
26 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
27

1 including, on Defendants' application for employment, an inquiry regarding current and/or former
2 salary history information, including, without limitation, compensation and benefits of the applicant
3 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
4 Defendants violated, without limitation, Labor Code section 432.3.

5 32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
6 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
7 violate the California Labor Code as described above, including on behalf of Plaintiff and other
8 Aggrieved Employees pursuant to PAGA.
9

10 **PARTIES**

11 **A. Plaintiff**

12 33. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
13 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
14 exempt employee, with duties that included, but were not limited to, interacting with clients, loading
15 trucks with material, including metals, making deliveries to different locations, and making pick-
16 ups at different locations. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
17 worked for Defendants from approximately December of 2022 through September of 2025.
18

19 **B. Defendants**

20 34. Plaintiff is informed and believes and based thereon alleges that defendant MIL-
21 SPEC is, and at all times relevant hereto was, a corporation duly organized, authorized, and licensed
22 to do business in the State of California, and doing business in Orange County, which is where all
23 of Plaintiff's causes of actions arose. Plaintiff is informed and believes and based thereon alleges
24 that MIL-SPEC is a privately-held corporation that is also a client employer entity within the
25 meaning of Labor Code section 2810.3. At all relevant times herein, defendant MIL-SPEC
26 employed Plaintiff and similarly aggrieved employees within the State of California.
27

1 35. Plaintiff is informed and believes and based thereon alleges that defendant CO-
2 ADVANTAGE is, and at all times relevant hereto was, a corporation organized in the State of
3 Florida, but authorized and licensed to do business in Orange County, State of California. Plaintiff
4 is informed and believes and based thereon alleges that CO-ADVANTAGE is a privately-held
5 corporation that is also a labor contractor within the meaning of Labor Code section 2810.3 that
6 provides workers to MIL-SPEC for the purpose of performing work for MIL-SPEC, whether
7 directly hired by MIL-SPEC, working under the heading of a professional employer organization,
8 or placed to work at MIL-SPEC locations in California by CO-ADVANTAGE. At all relevant times
9 herein, defendant CO-ADVANTAGE employed Plaintiff and similarly aggrieved employees within
10 the State of California.
11

12 36. Plaintiff is informed and believes and based thereon alleges that defendants MIL-
13 SPEC and CO-ADVANTAGE are, and at all times relevant hereto were, “person[s]” as defined in
14 Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.
15

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

1 include MIL-SPEC, CO-ADVANTAGE, and any of their parents, subsidiaries, or affiliated
2 companies within the State of California, as well as DOES 1 through 100 identified herein.

3 **JOINT LIABILITY ALLEGATIONS**

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

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

21 40. Plaintiff is informed and believes, and based thereon allege, that there exists such a
22 unity of interest and ownership between Defendants, and each of them, that their individuality and
23 separateness have ceased to exist.

24 41. Plaintiff is informed and believes, and based thereon alleges that despite the
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26
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1 formation of the purported corporate and/or limited liability existence of MIL-SPEC, CO-
2 ADVANTAGE, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each
3 of them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and each of
4 them, due to, but not limited to, the following reasons:

- 5 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
6 Defendants who personally committed the wrongful and illegal acts and violated the
7 laws as set forth in this Complaint, and who has hidden and currently hide behind the
8 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
9 other wrongful or inequitable purpose;
10
- 11 B. The Individual Defendants derive actual and significant monetary benefits by and
12 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
13 Defendants as the funding source for the Individual Defendants’ own personal
14 expenditures;
15
- 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
- 22 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
23 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
24 mentioned herein were, so mixed and intermingled that the same cannot reasonably
25 be segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
26 and at all relevant times mentioned herein were, used by the Individual Defendants as
27 mere shells and conduits for the conduct of certain of their, and each of their affairs.

1 The Alter Ego Defendants are, and at all relevant times mentioned herein were, the
2 alter egos of the Individual Defendants;

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

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

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

20
21 **FIRST CAUSE OF ACTION**

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

23 43. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
24 and incorporates each by reference as though fully set forth hereat.

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

26 44. At all relevant times herein, Labor Code section 204, requires and required that:
27

1 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
2 between the 16th and 26th day of the month during which the labor was performed, and labor
3 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
4 between the 1st and 10th day of the following month” and for payroll periods such as those that are
5 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
6 the close of the payroll period in which wages were earned.

7
8 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
9 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
10 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
11 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
12 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
13 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
14 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

24
25 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

26 Violation of Labor Code § 558

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

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

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

11 (3) Wages recovered pursuant to this section shall be paid to the affected
12 employee.
13

14 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
16 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
17 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
18 their employment and after their employment separation, receive accurate, itemized wage
19 statements, to be provided with the opportunity to inspect employment records, be provided with
20 notice as required under Labor Code section 2810.5, be provided with the proper accrual and use of
21 paid sick leave, and/or be paid out all paid time off and/or vested vacation wages owed at the proper
22 rate of pay.
23

24 54. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
26 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
27

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

4 55. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
5 every person employing labor in California to “[a]llow any member of the commission or the
6 employees of the Division of Labor Standards Enforcement free access to the place of business or
7 employment of the person to secure any information or make any investigation that they are
8 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
9 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
10 or papers of the person.”

12 56. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
13 every person employing labor in California to “[k]eep a record showing the names and addresses of
14 all employees employed and the ages of all minors.”

15 57. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
16 every person employing labor in California to “[k]eep, at a central location in the state or at the
17 plants or establishments at which employees are employed, payroll records showing the hours
18 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
19 piece rate paid to, employees employed at the respective plants or establishments. These records
20 shall be kept in accordance with rules established for this purpose by the commission, but in any
21 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
23 earned.”

25 58. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27

1 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
2 member of the commission or employees of the division to inspect records pursuant to subdivision
3 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

4 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
5 willfully failed keep adequate or accurate time records including wage statements and similar
6 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
7 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
8 under Labor Code section 1174.
9

10 60. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
13 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

14 Violation of Labor Code § 1197.1

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

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

26 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
27

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

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

7
8 62. 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 and/or be subject to
13 Defendants’ control, including, without limitation, by requiring Plaintiff and other Aggrieved
14 Employees: to remain on-call while clocked out, to continue working and/or attending Defendants’
15 work-related requests during attempted meal breaks, to make or respond to phone calls off of the
16 clock; deducting costs of insurance from employee paychecks; deducting time from employees’
17 hours worked for meal periods not actually taken or shorter in length than the amount of time being
18 automatically deducted; and editing and/or deducting of time from time entries, entitling Plaintiff
19 and other Aggrieved Employees to actual and liquidated damages.

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

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- 1 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
2 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
3 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
4 C. Pre-judgment and post-judgment interest;
5 D. For costs of suit incurred herein; and
6 E. Such other and further relief as the Court deems just and proper.
7

8 Dated: June 1, 2026

J. GILL LAW GROUP, P.C.

9
10 BY: /s/ Cristian J. Garcia

11 JASMIN K. GILL

ASHLIE E. FOX

CRISTIAN J. GARCIA

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