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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By J. Rael ,Deputy Clerk

Attorneys for Plaintiff HECTOR RUIZ

SUPERIOR COURT OF CALIFORNIA

SAN DIEGO COUNTY

HECTOR RUIZ, an individual,

Plaintiff,

v.

JG COMPANY INC; JOSE REFUGIO
GALLEGOS, an individual; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 26CU040462C

COMPLAINT FOR DAMAGES:

1. FAILURE TO PAY WAGES
2. FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS
3. UNFAIR BUSINESS PRACTICES
4. FAILURE TO PAY WAGES UPON
SEPARATION OF EMPLOYMENT AND
LATE PAYMENT OF WAGES
5. MEAL AND REST PERIOD
VIOLATIONS
6. FAILURE TO REIMBURSE
7. FAILURE TO PROVIDE A COPY OF
PAYROLL RECORDS AND EMPLOYEE
FILE AND FAILURE TO MAINTAIN
ACCURATE TIME RECORDS
8. PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA") PER LABOR
CODE §2699, et seq.
9. WRONGFUL TERMINATION AND
RETALIATION IN VIOLATION OF
LABOR CODE SECTIONS 98.6, 1102.5
10. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY

[IMAGED FILE]

1 Plaintiff HECTOR RUIZ, an individual (hereinafter “Plaintiff”) alleges as follows:

2 **GENERAL ALLEGATIONS**

3 The public policy of California declares:

4
5 It is the public policy of this state to vigorously enforce minimum labor standards in
6 order to ensure employees are not required or permitted to work under substandard
7 unlawful conditions or for employers that have not secured the payment of compensation
8 and to protect employers who comply with the law from those who attempt to gain a
competitive advantage at the expense of their workers by failing to comply with
minimum labor standards.

9 (Labor Code §90.5 subd. (a).)

10 Despite this clear mandate, DEFENDANTS blatantly violated the California Labor Code
11 and the Industrial Welfare Commission (“IWC”) Wage Orders. Defendants willfully failed to pay
12 all mandated minimum wages and overtime, sick pay and bonus pay, failed to provide meal and
13 rest periods and failed to pay them meal and rest period premiums, failed to reimburse business
14 expenditures, misclassified the employees as exempt and as independent contractors, paid them
15 in cash under the table, and failed to provide and maintain proper employee records.

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18 1. This lawsuit is brought in response to the Defendants’ refusal to pay Plaintiff and
19 the other aggrieved employees all wages, premium wages, bonus pay and sick pay that they
20 earned during their employment with Defendants, misclassified them and paid them in cash
21 under the table, failed to reimburse, committed records violations, among other Labor Code
22 violations, and retaliated against and wrongfully terminated Plaintiff for requesting the owed
23 bonus pay that Defendants promised him for welding and breaks repair work.

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25 2. The acts complained of herein have occurred within the time period from four (4)
26 years preceding the filing of the original Complaint herein (hereinafter, the “Relevant Time
27 Period”).
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4. Venue is proper in Central Division of San Diego County Superior Court pursuant to Code of Civil Procedure §395(a) and §395.5, because *inter alia*, (a) the Defendants' and Defendant corporation's businesses are situated in this County and liabilities claimed occurred in this County, and (b) complaints regarding such issues may be filed in the Central Division.

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1 regulating hours and days of work established by the Industrial Welfare Commission of the State
2 of California rendering him individually liable pursuant to Labor Code Sections 558, 558.1,
3 1197.1, and 2699 et. seq. In addition, JOSE REFUGIO GALLEGOS is an officer, director, and
4 person acting either individually or as a managing agent, who paid or caused to be paid the
5 Plaintiff and the other aggrieved employees a wage less than the minimum, regular, and/or
6 overtime rate of pay under the law, failed to pay sick pay and bonus pay, misclassified the
7 employees as exempt and as independent contractors, failed to relieve them of duties during their
8 meal and rest periods, failed to reimburse, paid in cash under the table, and failed to provide
9 accurate records, or by an order of the commission and is therefore subject to a civil penalty,
10 restitution of wages payable to the employee, and any applicable wages, damages and penalties
11 plus fees and costs imposed pursuant to Labor Sections 203, 226, 558, 558.1, and 2699 et. seq.
12 Further, JOSE REFUGIO GALLEGOS is a person who retaliated against and wrongfully
13 terminated Plaintiff for requesting his owed pay that Defendants' promised him for welding and
14 breaks repair work, which is in violation of Labor Code §§ 98.6, 1102.5 and is in violation of
15 public policy.

16 8. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint
17 were licensed to do business and/or actually doing business in the State of California. Plaintiff
18 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
19 to 50, inclusive and for that reason, DOES 1 to 50 are sued under such fictitious names pursuant
20 to California Code of Civil Procedure ("CCP") §474. Plaintiff will amend this Complaint to
21 allege such names and capacities as soon as they are ascertained.

22 9. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
23 inclusive, are former co-employers and/or joint employers of Plaintiff.
24

1 10. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
2 inclusive, are successors in interest to Defendants or are otherwise obligated to pay Plaintiff the
3 wages due and owing to them, e.g. by way of statute, common law, quantum meruit, express
4 written contract, implied in fact contract, or by way of common counts such as money had and
5 received. Plaintiff reserves the right to augment the foregoing allegations to more clearly set
6 forth this Defendant(s)'s liability as discovery progresses and reveals the same.
7

8 11. Plaintiff is informed and believes, and based upon such information and belief
9 alleges that the Defendants, and each of them, are now and/or at all times mentioned in this
10 Complaint were in some manner legally responsible for the events, happenings and
11 circumstances alleged in this Complaint.
12

13 12. Plaintiff is further informed and believes, and based upon such information and
14 belief alleges, that at all times herein mentioned, all Defendants, and each of them, were and are
15 the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants,
16 and were, at all such times, acting within the course and scope of said employment and/or
17 agency; furthermore, that each and every Defendant herein, while acting as a high corporate
18 officer, director and/or managing agent, principal and/or employer, expressly directed, consented
19 to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as
20 herein alleged and was responsible in whole or in part for the matters referred to herein.
21

22 13. Plaintiff is further informed and believes, and based upon such information and
23 belief alleges, that at all times herein mentioned, Defendants, and each of them, proximately
24 caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
25 damages alleged in this Complaint.
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1 14. Plaintiff is further informed and believes, and based upon such information and
2 belief alleges, that at all times herein mentioned, Defendants, and each of them were co-
3 employers and/or joint employers of Plaintiff.
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5 15. Defendants, and each of them, are now and/or at all times mentioned in this
6 Complaint were members of and/or engaged in a joint venture, partnership and common
7 enterprise, and were acting within the course and scope of, and in pursuit of said joint venture,
8 partnership and common enterprise and, as such were co-employers and/or joint employers of
9 Plaintiff.
10

11 16. Defendants, and each of them, at all times mentioned in this Complaint concurred
12 with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified the
13 various acts and omissions of each and every one of the other Defendants in proximately causing
14 the complaints, injuries and/or damages alleged in this Complaint.
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16 17. Plaintiff is informed and believes and thereon alleges that at all times herein
17 mentioned, Defendant JOSE REFUGIO GALLEGOS and some of the Defendants DOES 1
18 through 50, Inclusive, were the *alter egos* of the named Defendants. Plaintiff is informed and
19 believes and thereon alleges that there exists such a unity of interest and ownership between the
20 named Defendants and DOES 1 through 50, that the individuality and separateness between the
21 named Defendants and DOES 1 through 50 has ceased to exist. The business affairs between the
22 named Defendants and DOES 1 through 50, are, and at all times relevant hereto were, so mixed
23 and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
24 confusion. Defendants, and at all times relevant hereto, used each other as a mere shell and
25 conduit for the conduct of certain of Defendants' affairs. The recognition of the separate
26 existence of Defendants would not promote justice, in that it would permit Defendants to insulate
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1 themselves from liability to Plaintiff. This is particularly true regarding the commingling and use
2 of cash by the Defendants and DOES. Accordingly, Defendant JOSE DE JESUS GALLEGOS is
3 the *alter ego* of JG COMPANY INC, and some of Defendants DOES 1 through 50, and/or some
4 DOES 1 through 50 are the *alter ego* of the named Defendants, and the fiction of their separate
5 existence must be disregarded.
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7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES**

9 **(Against all Defendants)**

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11 18. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
12 this section as though fully set forth herein.

13 19. Plaintiff was an “employee” of Defendants (as defined by section 350 of the
14 Labor Code) but Defendants failed to pay Plaintiff and the other aggrieved employees all wages
15 earned for all hours worked. Plaintiff and the other aggrieved employees were employed as
16 mechanics and laborers.
17

18 20. Pursuant to Labor Code section 1197, payment of less than the minimum wage
19 fixed by the commission is unlawful. During the entire period of time that Plaintiff and the other
20 aggrieved employees were employed by Defendants, and for the four (4) years preceding the
21 filing of this lawsuit, Defendants were required to compensate them at least at the minimum
22 wage, but failed to carry out their duties and responsibilities as an employer imposed under the
23 laws and regulations of the State of California and violated the law by failing to pay Plaintiff and
24 the other aggrieved employees at least the minimum wage for all hours worked pursuant to all
25 applicable wage orders and in accordance with Labor Code sections 200, 226, 500, 510, 558.1,
26 1194, 1194.2 1197, and 1197.1.
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1 21. Defendants regularly failed to pay Plaintiff and the other aggrieved employees all
2 of the wages that they earned. Specifically, Defendants intentionally shaved Plaintiff and the
3 other aggrieved employees' time worked by paying nothing at all for overtime hours worked, and
4 thus intentionally failed to pay Plaintiff and the other aggrieved employees at least at the
5 minimum wage rate of pay for their work ("wage theft"), much less the overtime rate of pay.
6 Further, Defendants misclassify Plaintiff and other aggrieved employees as exempt in order to
7 avoid paying anything for overtime hour worked.
8

9 22. In violation of state law, Defendants have knowingly and willfully refused to
10 perform their obligations to compensate Plaintiff and the other aggrieved employees for
11 minimum and regular wages earned and all hours worked. As a direct result, Plaintiff and the
12 other aggrieved employees have suffered, and continue to suffer, substantial losses related to the
13 use and enjoyment of such unpaid wages, lost interest on such wages, costs and attorneys' fees in
14 seeking to compel Defendants to fully perform its obligation under state law, all to their damage
15 in amounts according to proof at the time of trial, but in amounts in excess of the minimum
16 jurisdiction requirement of this Court. Defendants committed the acts alleged herein knowingly
17 and willfully, with wrongful and deliberate intent.
18

19 23. Defendants' conduct described herein violates Labor Code sections 200, 226,
20 500, 510, 558, 558.1, 1194, 1194.2, 1197, and 1197.1. As a proximate result of the
21 aforementioned violations, Plaintiff and the other aggrieved employees have been damaged in an
22 amount according to proof at the time of trial, but in an amount in excess of the minimum
23 jurisdiction requirement of this Court. Therefore, pursuant to Labor Code sections 200, 203,
24 226, 558, 558.1, 1194, 1194.2, 1197, and 1197.1, Plaintiff is entitled to recover the unpaid
25 balance of minimum wages and damages for minimum wage violations, including but not limited
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1 to LC 1194.2 liquidated damages in an amount to be proven at trial, plus interest, penalties,
2 attorneys' fees, expenses, and costs of suit.

3 24. Pursuant to Labor Code §200, "wages" includes all amounts for labor performed
4 by employees of every description, whether the amount is fixed or ascertained by the standard of
5 time, task, piece, commission basis, or other method of calculation.

6 25. Plaintiff and the other aggrieved employees have not been paid for all of their
7 hours worked at least at their regular rate of pay and are thus entitled to their earned unpaid
8 wages in an amount to be proven at trial, plus interest, penalties, attorneys' fees and costs.

9 26. Under California law, including but not limited to, Labor Code sections 200, 226,
10 500, 510, 558, 558.1, and 1198, Defendants were required to compensate Plaintiff and the other
11 aggrieved employees for all overtime, which is calculated at one and one-half (1.5) times the
12 regular rate of pay for hours worked in excess of forty (40) per week or after eight (8) in one day,
13 and double time (2) times the regular rate of pay for hours worked on the seventh consecutive
14 work day, or after twelve (12) hours in any workday.

15 27. Throughout their employment with Defendants, Plaintiff and the other aggrieved
16 employees several times worked overtime hours. Plaintiff and the other aggrieved employees are
17 or were non-exempt employees entitled to overtime pay under California law, including but not
18 limited to Labor Code sections 200, 226, 500, 510, 558, 558.1, 1194 and 1198. Specifically,
19 Defendants intentionally shaved Plaintiff and the other aggrieved employees' time worked by
20 paying nothing at all for overtime hours worked, and thus intentionally failed to pay Plaintiff and
21 the other aggrieved employees at least at the minimum wage rate of pay for their work ("wage
22 theft"), much less the overtime rate of pay. Further, Defendants misclassify Plaintiff and other
23 aggrieved employees as exempt in order to avoid paying anything for overtime hour worked.

1 28. Under the applicable wage orders, statutes and regulations, Plaintiff and the other
2 aggrieved employees are entitled to one and one-half (1.5) times and double their regular rate of
3 pay for overtime work performed during the entire course of their employment with Defendants.
4

5 29. As a direct result, Plaintiff and the other aggrieved employees have suffered
6 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
7 and expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation
8 under state law, all to their respective damage in amounts according to proof at the time of trial,
9 but in amounts in excess of the jurisdiction of this Court. Defendants committed the acts alleged
10 herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff
11 and the other aggrieved employees, from improper motives amounting to malice, and in
12 conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to recover nominal, actual,
13 compensatory damages in amounts according to proof at the time of trial, but in amounts in
14 excess of the jurisdiction of this Court.
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17 30. Defendants' conduct described herein violates Labor Code sections 200, 226,
18 500, 510, 558, 558.1, 1194, and 1198. As a proximate result of the aforementioned violations,
19 Plaintiff has been damaged in an amount according to proof at the time of trial, but in an amount
20 in excess of the jurisdiction of this Court. Therefore, pursuant to Labor Code sections 200, 203,
21 226, 558, 558.1, 1198, and 1194, Plaintiff is entitled to recover the unpaid balance of overtime
22 compensation Defendants owe to Plaintiff and the other aggrieved employees in an amount to be
23 proven at trial, plus interest, penalties, attorneys' fees, expenses, and costs of suit.
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26 31. Defendants failed to pay Plaintiff all earned wages by withholding a promised,
27 non-discretionary bonus. Pursuant to the terms of Plaintiff's employment agreement, Plaintiff
28 was entitled to a bonus payment for performing welding work and breaks repair work. Although

1 Plaintiff fully performed all duties and achieved these required targets, Defendants failed and
2 refused, and continue to fail and refuse, to pay Plaintiff the earned bonus. Because earned
3 bonuses constitute “wages” under California Labor Code Section 200, Defendants’ intentional
4 withholding of this compensation constitutes a direct violation of California Labor Code Sections
5 201, 202, and/or 204. As a proximate result of Defendant's unlawful conduct, Plaintiff has
6 suffered damages in the amount of the unpaid bonus, plus interest according to law, and
7 reasonable attorneys’ fees and costs.
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10 32. All accrued and earned vacation pay must be paid as wages at the time of
11 termination of an employee and earned vacation may not be forfeited by an employer pursuant to
12 Labor Code Sections 201, 202, 203, 227, and 227.3, and applicable Wage Orders.

13 33. Plaintiff and the other aggrieved employees earned vacation pay per Defendants’
14 vacation pay policy that was not taken by the employee or paid by Defendants at the time of
15 separation. Defendants willfully failed to pay Plaintiff and the other aggrieved employees all of
16 their earned vacation at the time of separation of their employment from Defendants. By
17 Defendants’ failure to timely pay accrued vacation pay wages to Plaintiff and the other aggrieved
18 employees, Defendants willfully violated the provisions of Labor Code Sections 201, 202, 203,
19 227, and 227.3, and applicable Wage Orders.
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22 34. An employer must pay its employees sick leave pursuant to Labor Code §246, et
23 seq. Defendants failed to pay for sick pay leave in violation of Labor Code §246, et seq.
24 Therefore, Plaintiff and the other aggrieved employees are entitled to unpaid sick pay leave in an
25 amount to be proven at trial, plus interest, penalties, attorneys’ fees and costs.
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1 attorneys' fees and costs. In addition, Plaintiff seeks preliminary and permanent injunctive relief
2 pursuant to Labor Code §226(h).

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4 **THIRD CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 **(BUSINESS & PROFESSIONS CODE §17200, et seq.)**

7 **(Against all Defendants)**

8 38. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
9 this section as though fully set forth herein.

10
11 39. Defendants have engaged in unfair business practices in California by utilizing
12 and engaging in an unlawful pattern and practice of failing to properly pay employee
13 compensation as described throughout this Complaint, specifically, by requiring the Plaintiff and
14 the other aggrieved employees to perform work without proper payment of minimum, regular,
15 overtime, sick pay, bonus pay, vacation pay, and other pay earned, without meal and rest periods
16 and without meal and rest period premiums, by misclassifying them as exempt and as
17 independent contractors, without proper records, and failed to pay and report proper taxes to the
18 US and California governments regarding these underpayments and cash payments. Defendants'
19 use of such practices constitutes a statutorily illegal, and thus, unfair business practice and
20 provides an unfair advantage over Defendants' competitors.

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22 40. Plaintiff seeks full restitution by Defendants as necessary and according to proof,
23 to restore any and all monies withheld, acquired and/or converted by the Defendants by means of
24 the unfair business practices complained of herein.

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26 41. Plaintiff seeks the appointment of a receiver, as necessary, to oversee said
27 restitution, including all wages earned and unpaid, including interest thereon.
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1 42. The acts complained of herein, occurred, at least in part, within the last 4 years
2 preceding this Complaint for Damages.

3 43. Further, if Defendants are not enjoined from the unlawful conduct described
4 above, Defendants will continue unabated in its unlawful conduct, which will continue to result
5 in irreparable injury to members of the general public, including, but not limited to Plaintiff and
6 the other aggrieved employees, who are current and former employees of the Defendants, and for
7 which there is no adequate remedy at law. Thus, Plaintiff requests that the Court issue a
8 preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing
9 conduct.
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12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT**

14 **(Against all Defendants)**

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16 44. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
17 this section as though fully set forth herein.

18 45. Defendants failed to pay Plaintiff and the other aggrieved employees all earned
19 wages upon the separation of their employment with Defendants in violation of Labor Code
20 sections 201, 202, 203, including but not limited to, regular, minimum and overtime wages,
21 bonus pay, sick pay and vacation pay, and meal and rest period premium wages. Further,
22 Defendants have several times paid their employees late, causing damages to the employees in
23 violation of Labor Code §§ 204, 202, 210.
24

25 46. Defendants' failure to pay Plaintiff and the other aggrieved employees all wages
26 due was willful and done with malice. Plaintiff and the other aggrieved employees are therefore
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1 entitled to penalties and damages pursuant to Labor Code §§ 203, 202, 204, 210, and pursuant to
2 §§ 558, 558.1, plus attorneys' fees and costs. and pursuant to §§ 558, 558.1.

3
4 **FIFTH CAUSE OF ACTION**

5 **MEAL AND REST PERIOD VIOLATIONS**

6 **LABOR CODE §§ 226.7 and 512**

7 **(Against all Defendants)**

8 47. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
9 this section as though fully set forth herein.

10
11 48. Under California Labor Code sections 226.7, 512 and California Wage Orders,
12 Off Duty Meal Periods of 30 minutes are required for all non-exempt employees who work at
13 least 5 hours in a shift, except that when a work period of not more than 6 hours will complete
14 the day's work then the meal period may be waived by mutual consent of the employer and
15 employee. Time records of meal periods must be kept except that meal periods during which
16 operations cease need not be recorded. Employers must provide non-exempt employees 2 Off
17 Duty Rest Periods of 10 minutes each in a normal 8 hour shift. Rest Periods need not be
18 recorded. The Meal Periods are unpaid unless the employee is not fully relieved of all duties.
19 Rest Periods must be paid. An employer who fails to provide off duty meal and rest periods
20 (breaks) must pay the employee an additional 1 hour regular pay for each category of break not
21 provided in a work day.

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23
24 49. At all times mentioned herein, Defendants violated Labor Code sections 226.7
25 and 512 by refusing to allow Plaintiff and the other aggrieved employees to be fully relieved of
26 their duties during their meal and rest periods, requiring them to work through them, particularly
27 during busy periods.
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50. Accordingly, Plaintiff and the other aggrieved employees are entitled to seek damages available pursuant to the Labor Code, including but not limited to Labor Code sections 226.7, 512, 558, and 558.1 in an amount proven at trial, plus interest, penalties, fees, and costs.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE

(Against All Defendants)

51. Plaintiff incorporates by reference and re-alleges each and every one of the allegations contained in this Complaint as though fully set forth herein.

52. Pursuant to Labor Code §2802(a), an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

53. Defendants required the Plaintiff and the other aggrieved employees to incur expenditures including but not limited to use of personal cellular phone and service to perform their duties, and required them to purchase tools and fuel for the company vehicles to be used in performance of their duties. Defendants, however, failed to reimburse the other aggrieved employees for such expenditures.

54. Therefore, pursuant to Labor Code §§ 2802(c) and 558.1, the Plaintiff and the other aggrieved employees are entitled to recover reimbursement for all necessary expenditures for personal cellular phone and service use, purchase of tools and fuel for company vehicles, and other business expenditures incurred in discharge of their daily duties for Defendants in an amount to be proven at trial, plus interest, plus penalties, attorneys' fees, expenses, and costs of suit.

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1 58. On or about May 21, 2026, pursuant Labor Code sections 2699(a) and 2699.3,
2 Plaintiff, through his counsel, provided notice in writing by online submission to the California
3 Labor Workforce Development Agency (“LWDA”) and via certified US Mail to Defendants and
4 each of them, that Plaintiff intended to assert a PAGA claim pursuant to section 2699(a) on his
5 own behalf, and in a representative capacity on behalf of other aggrieved employees of
6 Defendants, for Defendants’ violations of specified provisions of the California Labor Code. See
7 Exhibit 1 attached to this Complaint. The LWDA did not respond within 65 days.
8

9 59. As a result, Plaintiff has perfected his right to sue Defendants in a civil action,
10 and to collect statutory penalties, pursuant to Labor Code section 2699.3(a)(2)(A)(1) on behalf of
11 all aggrieved employees (PAGA Employees).
12

13 60. As a result of the acts alleged throughout this Complaint, Plaintiff brings this
14 action on his own behalf, and in a representative capacity on behalf of other current or former
15 aggrieved employees (PAGA Employees), for penalties pursuant to California Labor Code
16 section 2699 for Defendants’ violations of the enumerated Labor Code sections, including, but
17 not limited to sections 200, 201, 202, 203, 203.1, 204, 205, 210, 216, 220, 221, 222, 223, 224,
18 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 233, 246, 510, 512, 558, 558.1, 98.6, 1102.5, 1174,
19 1174.5, 1175, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 1770-1781, and 2802.
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22 61. Pursuant to California Labor Code section 2699, Plaintiff and PAGA Employees
23 are entitled to be awarded thirty-five (35%) percent of all penalties due under California law, in
24 addition to interest, attorney’s fees and costs.
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26 62. The Court should award sixty-five (65%) percent of all penalties due under
27 California law to the State of California.
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1 63. Plaintiff, on behalf of the State of California and the aggrieved employees,
2 therefore seeks to recover from Defendants, and each of them, allowable damages and civil
3 penalties for the violations claimed above regarding Plaintiff's claims, plus interest, costs, and
4 attorneys' fees, plus civil penalties regarding the other aggrieved employees' claims in an amount
5 according to proof at trial, in accordance with Labor Code sections 2699, *et seq.*

7 64. Defendants intentionally misclassified Plaintiff and the other aggrieved
8 employees as independent contractors and paid them in cash under the table or with a regular
9 business paycheck without FICA withholdings in order to avoid paying overtime wages, meal
10 and rest period premium wages, sick pay, and to save money on FICA contributions, and
11 payments to the EDD and other government entities to gain an unfair competitive advantage at
12 the expense of Plaintiff and the other aggrieved employees, the State and Federal governments,
13 and Defendants' business competitors that do comply with the law. This is in violation of LC §
14 226.8, *et seq.*, and Plaintiff and the other aggrieved employees are entitled to penalties pursuant
15 to LC § 226.8, *et seq.*

18 65. Labor Code Section 558 states that "[a]ny employer or *other person* acting on
19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare Commission
21 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
22 each underpaid employee for each pay period for which the employee was underpaid in addition
23 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
24 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
25 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
26 recovered pursuant to this section shall be paid to the affected employee. The Section goes on to
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1 state that “[t]he civil penalties provided for in this section are in addition to any other civil or
2 criminal penalty provided by law.”

3 66. Labor Code Section 558.1(a) provides in pertinent part: “Any employer or other
4 person acting on behalf of an employer, who violates, or causes to be violated, any provision
5 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
6 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
7 2802, may be held liable as the employer for such violation.”

8
9 67. Defendants violated/violate, or caused/causes to be violated, multiple sections of
10 the Labor Code as well as provisions regulating hours and days of work in any order of the
11 Industrial Welfare Commission including those requiring payment of minimum wages, overtime
12 wages, meal and rest periods, records violations, as set forth in detail throughout this Complaint.

13
14 68. Accordingly, Plaintiff is also entitled to recovery of wages, premium wages,
15 damages, and penalties pursuant to Labor Code Sections 558 and 558.1.
16

17 **NINTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF LABOR CODE**

19 **CAL. LABOR CODE §§ 98.6, 1102.5, *et seq.***

20 **(Against all Defendants)**

21
22 69. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
23 this section as though fully set forth herein.

24 70. Labor Code §98.6, subdivision (a), prohibits employers from discharging an
25 employee or in any manner discriminating, retaliating, or taking any adverse action against any
26 employee or applicant for employment because the employee or applicant engaged in any
27 conduct delineated in Chapter 4 of Division 1 or Chapter 5 of Part 3 of Division 2 of the Labor
28

1 Code, made a written or oral complaint that he or she is owed unpaid wages, or because of the
2 exercise by the employee or applicant for employment on behalf of herself or others of any of
3 their rights.
4

5 71. Labor Code §1102.5, subdivision (a), prohibits employers from making,
6 adopting, or enforcing any rule, regulation or policy that prevents employees from disclosing
7 information to his or her employer or to governmental agencies where the employee has
8 reasonable cause to believe that the information discloses a violation of state or federal law, or a
9 violation or noncompliance with a state or federal rule or regulation.
10

11 72. Labor Code §1102.5, subdivision (b), prohibits employers from retaliating
12 against an employee for disclosing information to his employer or a governmental agency where
13 the employee has reasonable cause to believe the information discloses a violation of state or
14 federal law, or a violation or noncompliance with a state or federal rule or regulation.
15

16 73. Defendants violated Labor Code §§ 98.6, 1102.5, *et seq.* where Defendants
17 retaliated against and wrongfully terminated Plaintiff because he reported to his boss and owner
18 of the company Defendant JOSE REFUGIO GALLEGOS that he should be paid for his bonus
19 pay earned that Defendants promised for welding and breaks repair work, and that he was being
20 underpaid as a result. Defendants terminated Plaintiff's employment the day after because he
21 reported that he should be paid the owed wages despite him having an exemplary record at the
22 company.
23

24 74. As a proximate result of Defendants' actions, Plaintiff has suffered and continues
25 to suffer general and special damages such as lost and continued loss of income and benefits, loss
26 of professional advancement and reputation, and has suffered and continues to suffer
27 humiliation, embarrassment, mental and emotional distress, and discomfort, all to their damage
28

1 in an amount according to proof, but in excess of the jurisdictional amounts, plus penalties of at
2 least \$10,000 per incident pursuant to LC §§ 98.6, 1102.5, plus other damages and penalties.

3 75. In doing the things herein alleged, Defendants were guilty of oppression, fraud
4 and malice, and, insofar as the things alleged were attributable to Defendants, where Defendants
5 authorized or ratified the wrongful conduct; or there was advance knowledge, conscious
6 disregard, authorization, ratification or act of oppression, fraud or malice on the part of an
7 officer, director or managing agent of Defendants all entitling Plaintiff to the recovery of
8 exemplary and punitive damages.
9
10

11 **TENTH CAUSE OF ACTION**

12 **. WRONGFUL TERMINATION AND RETALIATION**

13 **IN VIOLATION OF PUBLIC POLICY**

14 **(Against All Defendants)**

15 76. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside
16 this section as though fully set forth herein.
17
18

19 77. California Labor Code §§ 98.6, 1102.5 generally prohibit employers from
20 retaliating against and terminating employees who report illegal Labor Code practices.

21 78. Plaintiff believes and alleges that Defendants retaliated against and wrongfully
22 terminated Plaintiff's employment because he reported to his boss and owner of the company
23 Defendant JOSE REFUGIO GALLEGOS that he should be paid for his bonus pay earned that
24 Defendants promised for welding and breaks repair work, and that he was being underpaid as a
25 result. Defendants terminated Plaintiff's employment the day after because he reported that he
26 should be paid the owed wages despite him having an exemplary record at the company.
27
28

1 79. Based on the misconduct alleged in this Complaint, Plaintiff believes and alleges
2 that Plaintiff's termination was wrongful because it was in violation of the public policy of the
3 State of California in that Plaintiff's termination was based on Defendants' violations of the
4 above-mentioned laws.
5

6 80. In terminating Plaintiff for these reasons and under the circumstances alleged
7 herein, Defendants' discharge of Plaintiff violated the public policy of the State of California, as
8 expressed in provisions of the above-mentioned laws.
9

10 81. As a direct, foreseeable, and proximate result of Defendants' retaliation and
11 wrongful termination of Plaintiff in violation of the public policy of the State of California,
12 Plaintiff sustained damages in the form of lost and continued loss of income and benefits, loss of
13 professional advancement and reputation, and has suffered and continues to suffer humiliation,
14 embarrassment, depression, mental and emotional distress, and discomfort all to Plaintiff's
15 damage in an amount to be proven at trial, but in excess of the jurisdictional amount.
16

17 82. In doing the things herein alleged, Defendants are guilty of oppression, fraud and
18 malice, and, insofar as the things alleged were attributable to employees of Defendants, said
19 employees were employed by Defendants with advance knowledge of the unfitness of the
20 employees and they were employed with a conscious disregard for the rights of others; or
21 Defendants authorized or ratified the wrongful conduct; or there was advance knowledge,
22 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of
23 an officer, director or managing agent of defendants all entitling Plaintiff to the recovery of
24 exemplary and punitive damages, as alleged above.
25
26

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against Defendants in an amount in excess of
3 \$1,000,000, as follows:
4

- 5 1. For compensatory damages, including but not limited to, those pursuant to Labor Code
6 §§ 200, 201, 203, 204, 205, 203.1, 210, 218, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7,
7 226.8, 233, 246, 350-356, 500, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1194,
8 1194.2, 1194.3, 1197.1, 1198, 1198.5, 1770-1781, 2802, 2699, et seq., California Wage
9 Orders, and other statutes and laws;
10
- 11 2. For special damages according to proof;
- 12 3. For general damages according to proof;
- 13 4. For pre-judgment interest pursuant to all applicable statutes including but not limited to,
14 Labor Code §§218.6, et seq., loss of earnings damages, and pursuant to Civil Code §§
15 3287(b) and 3289;
16
- 17 5. For penalties pursuant to Labor Code §§ 203, 203.1, 204, 205, 210, 225.5, 226, 226(f)
18 and 1198.5, 226.3, 226.7, 226.8, 233, 246, 432, 512, 558, 558.1, 1174.5, 1194.2, 1197.1,
19 2802, 98.6, 1102.5, civil penalties pursuant to section 2699, et seq., and other statutes and
20 laws;
21
- 22 6. For all damages available pursuant to all applicable sections of the Labor Code;
- 23 7. For injunctive relief pursuant to Labor Code §226(h);
- 24 8. For an award of reasonable attorneys' fees and costs;
- 25 9. For restitution of all monies due to Plaintiff and disgorged profits from the unlawful
26 business practices of Defendants;
27

28 ///

- 1 10. For all remedies available pursuant to Business and Professions Code section 17200 et
2 seq.;
- 3 11. For punitive and exemplary damages;
- 4 12. For all other appropriate injunctive, declaratory and equitable relief;
- 5 13. For interest to the extent permitted by law; and
- 6 14. For such other and further relief as the Court may deem proper.
- 7

8 Dated: July 27, 2026

9 
10 Rodolfo Ruiz Velasco, Esq.
11 Attorneys for Plaintiff,
12 HECTOR RUIZ
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EXHIBIT 1

RUIZ-VELASCO LAW FIRM

May 21, 2026

Via Electronic Submission

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

By Certified Mail

Jose Refugio Gallegos
JG Company Inc
3040 E 20th St
National City, CA 91950

JG Company Inc
c/o Jose Luis Proo
333 H St Suite 5000
Chula Vista, CA 91910

Re: **Ruiz v. JG Company Inc, et al.**

To Whom It May Concern:

We represent Hector Ruiz individually and on behalf of all other individuals (collectively "Plaintiffs") who are either former or current employees of JG Company Inc, and its owners, officers, and managing agents Jose Refugio Gallegos (collectively "Defendants"). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant's Labor Code violations and of our client's intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as laborers and mechanics for Defendants. Defendants paid Plaintiffs a weekly salary but failed to pay them for any overtime hours worked, even though Plaintiffs regularly worked on average at least 12 overtime hours every week, causing overtime violations ("wage theft"). For instance, Defendants paid Plaintiff Hector Ruiz a weekly salary of \$1,050 but he worked at least 10 per day and at least 5 days per week. Defendants, thus intentionally misclassified Plaintiffs as exempt in order to avoid paying overtime wages. Further, Defendants paid

Plaintiffs in cash under the table or with 1099 checks, thus, Defendants misclassified Plaintiffs as independent contractors in order to avoid paying FICA and EDD contributions. In addition, Defendants promised Mr. Ruiz bonus pay for welding and breaks repair work, but Defendants never paid it to him.

Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their meal and rest periods but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants require them to work through their them, and even if they were allowed, they are not able to because they would not be able to complete their required daily tasks. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with accurate hours worked, and with all regular, overtime, and meal and rest period premium gross wages earned, all deductions, all net premium wages earned as required by Labor Code Section 226, particularly because Defendants pay Plaintiffs in cash under the table and with 1099 checks. Further, on or about March 23, 2026, Mr. Ruiz requested in writing through his attorneys a copy of his employee file and records pursuant to LC 226, 1198.5, and 432. To date, Defendants have failed to provide any of Mr. Ruiz's records in violation of LC 226, 1198.5 and 432 despite many opportunities given to Defendants to do so.

Plaintiffs were not paid all of their overtime, minimum, premium, sick pay, and other wages owed at the time of their separation of work in violation of LC §§ 203 and 204.

Defendants have required Plaintiffs to their personal cellular phone service in performance of their duties, and to purchase tools and fuel for the company vehicles, however, they did not reimburse Plaintiffs for said expenditures in violation of LC §2802.

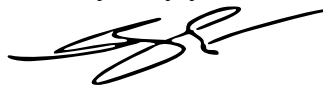
Defendants also terminated and retaliated against Mr. Ruiz because he requested the bonus pay that Defendants promised him for welding and breaks repair work. Defendants terminated Mr. Ruiz for requesting the owed bonus pay despite him having an exemplary record at the company. Defendants have also threatened Plaintiffs due to their immigration status. Defendants' conduct was despicable, has caused great harm to Mr. Ruiz and Plaintiffs, and is in violation of Labor Code §§ 98.6, 1102.5, 1019, 244, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, Defendants owe Mr. Ruiz general, special and punitive damages, penalties, and fees and costs.

Jose Refugio Gallegos, as the owners, officers, directors, and/or managing agents of Intermark-Group, Inc. are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Immigration related threats and retaliation are in violation of LC 1019, 244. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized, flowing script.

Rodolfo Ruiz-Velasco, Esq.