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Superior Court of California,
County of Los Angeles
2/20/2024 12:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Horan, Deputy Clerk

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

CASTILLO, CHRISTIAN, an individual on
behalf of himself and all others similarly
situated;

Plaintiff,

v.

SPONGELLE, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive;

Defendants.

CASE NO.: **24TRCV00569**

COMPLAINT FOR:

- (1) RETALIATION [LABOR CODE § 98.6]**
- (2) CFRA RETALIATION**
- (3) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (4) FAILURE TO PAY MINIMUM WAGES;**
- (5) FAILURE TO PAY OVERTIME;**
- (6) FAILURE TO PROVIDE MEAL PERIODS;**
- (7) FAILURE TO PROVIDE REST PERIODS;**
- (8) FAILURE TO PRODUCE ACCURATE WAGE STATEMENTS;**
- (9) WAITING TIME PENALTIES;**
- (10) FAILURE TO TIMELY PRODUCE WAGE STATEMENTS;**
- (11) FAILURE TO TIMELY PRODUCE PERSONNEL FILE; AND**
- (12) VIOLATIONS OF THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

JURY TRIAL DEMANDED

1 Plaintiff Christian Catillo alleges as follow:

2 **INTRODUCTION**

3 1. This action arises from Plaintiff's employment with Defendant SPONGELLE, LLC.
4 Plaintiff worked for Defendants as non-exempt Warehouse and Inventory Specialist from August
5 2022 – September 2023, when he was wrongfully terminated in retaliation for attempting to take a
6 medical leave of absence for his own serious illness and/or for complaining to management that he
7 was not being paid properly. Among other things, Defendants (1) unlawfully rounded Plaintiff's
8 work hours down to the nearest quarter hour thereby underpaying him for the minimum wages and
9 overtime pay to which he was entitled; (2) failed to provide him with compliant meal and rest
10 periods, and (3) failed to provide him with accurate wage statements.

11 2. Plaintiff seeks to recover economic and punitive damages, statutory penalties, civil
12 penalties, attorney's fees and pre-judgement interest.

13 **JURISDICTION AND VENUE**

14 3. The amount in controversy exceeds the jurisdictional minimum of this Court.
15 Venue as to each Defendant is proper in this County pursuant to Code of Civil Procedure 395(a).
16 At all times relevant herein, Defendants resided in, and conducted business in, this County; and,
17 Defendants employed Plaintiff in, and committed the acts and omissions giving rise to this lawsuit
18 in, this County.

19 **THE PARTIES**

20 4. Plaintiff is, and at all relevant times, was a resident of this County.

21 5. Defendant SPONGELLE LLC is a national manufacturer and seller of beauty
22 products with its principal place of business located at 220 W. Ivy Ave, Inglewood, CA.

23 6. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,
24 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of
25 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants
26 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff
27 will seek leave of court to amend this Complaint to reflect the true names and capacities of

1 Defendants designated as DOES when those identities become known.

2 7. At all relevant times, each Defendant acted as an agent, servant, employee, co-
3 conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged
4 herein acted within the course and scope of such agency, employment, alter-ego and/or in
5 furtherance of the joint venture. Each of the Defendant's acts alleged herein was done with the
6 permission and consent of each of the other Defendants.

7 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

8 8. On February 16, 2024, Plaintiff exhausted Plaintiff's administrative remedies by
9 filing a complaint with the California Civil Rights Department ("CRD") and receiving a right-to-
10 sue letter. Copies of these documents are attached hereto as Exhibit A.

11 **GENERAL ALLEGATIONS**

12 9. Plaintiff began working for Defendants as a non-exempt Warehouse and Inventory
13 Specialist in August 2022. Plaintiff was paid an hourly wage, plus bonuses. He typically worked
14 shifts between eight to twelve hours approximately five days per week.

15 10. After Plaintiff had been employed for approximately a year, he started to realize that
16 his paychecks were often short and did not credit him for all the hours he worked. Accordingly,
17 Plaintiff contacted the company's payroll representative and senior management and complained
18 that the was not being paid for all the hours he worked. Nothing was done.

19 11. Approximately a month later on Monday, September 11, 2023, Plaintiff was ill due
20 to severe food poisoning. He texted his supervisor to let him know that he would be out sick.

21 12. Plaintiff felt pressured to return to work and attempted to do so the following day.
22 However, Plaintiff was too sick to work and his supervisor sent him home.

23 13. On Wednesday, Plaintiff texted his supervisor indicating that he was still very weak
24 and was not able to work that day.

25 14. That same day, Plaintiff received a call from Defendant's Human Resources who
26 terminated his employment. In particular, Defendants told Plaintiff he was being terminated because
27 he showed up for work under the influence on Tuesday, September 12, 2023.

1 15. This purported reason was entirely pretextual. Plaintiff was not under the influence
2 and was recovering from severe food poisoning. Plaintiff was not asked to take a drug or alcohol
3 test to which he would have voluntarily submitted upon being falsely accused.

4 16. In truth, Defendants terminated Plaintiff in retaliation for complaining about his pay
5 and/or because Defendants did not want to provide him with an extended leave of absence to recover
6 from his illness under the California Family Rights Act ("CFRA"). Indeed, Defendants never
7 notified Plaintiff of his right to CFRA leave prior to terminating his employment.

8 17. In addition, Plaintiff was subjected to numerous other unlawful wage an hour
9 practices during his employment. Among other things, Defendants failed to provide Plaintiff with
10 compliant meal and rest periods, failed to provide him with accurate wage statements, and did not
11 timely pay him all wages that he was due upon termination of employment.

12 18. As consequence of Defendants' conduct, Plaintiff has suffered and will suffer harm,
13 including economic and non-economic damages, including emotional distress, humiliation, and
14 mental and physical injuries to be established at trial.

15 19. Defendants' conduct constitutes oppression, fraud, and/or malice under California
16 Civil Code section 3294, thereby entitling Plaintiff to an award of exemplary/punitive damages.

17 **CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**
19 **(Retaliation – Labor Code § 98.6)**

20 20. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

21 21. California Labor Code section 98.6 prohibits an employer from retaliating against
22 an employe because the employee has made a complaint that he or she is owed unpaid wages.

23 22. Plaintiff complained to Defendants that he was not being paid all of the hours
24 worked.

25 23. In response, Defendants did not investigate or take any remedial action.

26 24. Instead, approximately a month later, Defendants terminated Plaintiff's
27 employment in retaliation for making such complaints.

28 25. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer

1 economic damages, including loss of income and employment benefits, and emotional distress.

2 **SECOND CAUSE OF ACTION**
3 **(Retaliation - CFRA)**

4 26. Plaintiff incorporates the preceding paragraphs of this Complaint.

5 27. The California Family Rights Act (Gov. Code § 12945.2) (“CFRA”) requires
6 employers with five or more employees to provide qualified employees with up to twelve weeks
7 of family care and medical leave during any twelve-month period. Employers must reinstate
8 employees who take CFRA leave to the same or similar positions.

9 28. CFRA further prohibits an employer from terminating or otherwise discriminating
10 against an employee because he has requested CFRA leave. Similarly, it is an unlawful
11 employment practice for an employer to interfere with, restrain, or deny the exercise of, or the
12 attempt to exercise, any right provided by CFRA.

13 29. Defendants are employers with five or more employees.

14 30. Plaintiff qualified for leave under CFRA as he worked more than 12 months for
15 Defendants with at least 1,250 hours of service.

16 31. During the week of September 11, 2023, Plaintiff requested time off to recover
17 from severe food poisoning.

18 32. In response, Defendants did not notify Plaintiff of his right to CFRA leave or grant
19 him CFRA leave.

20 33. Instead, Defendants terminated Plaintiff’s employment the same week for reasons
21 that are entirely pretextual. In truth, Defendants terminated Plaintiff in retaliation for requesting
22 time off.

23 34. As a proximate result of Defendants’ conduct, Plaintiff has been injured and has
24 suffered and will suffer economic damages, including loss of income and employment benefits,
25 and emotional distress.

26 **THIRD CAUSE OF ACTION**
27 **(Wrongful Termination in Violation of Public Policy)**

28 35. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

1 36. It is violation of California public policy to terminate employment in retaliation for
2 engaging in statutorily protected activity.

3 37. Defendants terminated Plaintiff's employment in retaliation for engaging in
4 statutorily protected activity as dis used herein.

5 38. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer
6 economic damages, including loss of income and employment benefits, and emotional distress.

7 **FOURTH CAUSE OF ACTION**
8 **(Failure to Pay Minimum Wages for All Hours Worked)**

9 39. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

10 40. California Labor Code section 1194 provides that "[n]otwithstanding any
11 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or
12 the legal overtime compensation applicable to the employee is entitled to recover in a civil action
13 the unpaid balance of the full amount of this minimum wage or overtime compensation, including
14 interest thereon, reasonable attorney's fees, and costs of suit."

15 41. California Labor Code section 1197.1 provides in relevant part that "[i]n any action
16 under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less
17 than the minimum wage fixed by an order of the commission or by statute, an employee shall be
18 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
19 interest thereon."

20 42. Defendants failed to pay Plaintiff minimum wages for all hours worked. Instead,
21 Defendants engaged in unlawful rounding of Plaintiff's work hours to the nearest quarter hour.
22 Plaintiff was also not paid for time spent working through meal periods.

23 43. As a result, Plaintiff has been damaged and has not been paid minimum wages for
24 all hours that he worked.

25 **FIFTH CAUSE OF ACTION**
26 **(Failure to Pay Overtime)**

27 44. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

28 45. California Labor Code section 510(a) provides in relevant part that "[e]ight hours

of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

46. California Labor Code section 1198 provides that “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

47. The applicable IWC Wage Order, Section 3(A) requires employers to pay non-exempt employees (1) one and one half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including twelve hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek, and (2) double the employee's regular rate of pay for all hours worked in excess of twelve hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

48. Defendants failed to pay Plaintiff overtime for all hours worked. Instead, Defendants engaged in unlawful rounding of Plaintiff's work hours to the nearest quarter hour. Plaintiff was also not paid for time spent working through meal periods.

49. In addition, when Defendants paid Plaintiff overtime, it occasionally did so at the wrong rates by failing to include bonuses and other forms of non-discretionary pay into the regular rate.

50. As a result, Plaintiff has been damaged and has not been paid all overtime to which he is entitled.

SIXTH CAUSE OF ACTION
(Failure to Provide Meal Periods)

51. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

52. Labor Code section 512(a) provides “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

53. The applicable IWC Wage Order, section 11(A) similarly provides that “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the- job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

54. The applicable IWC Wage Order, section 11(B) provides that “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

55. Labor Code section 226.7(a) provides that “[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial

1 Welfare Commission.”

2 56. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
3 employee a meal period or rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
5 employee s regular rate of compensation for each work day that the meal or rest period is not
6 provided.”

7 57. Defendants failed to provide Plaintiff with an opportunity to take compliant meal
8 periods. Plaintiff frequently received an interrupted, shortened or late first meal period or was forced
9 to work through his meal period while off-the-clock due to the nature of the work. He was also not
10 provided second meal periods when his shifts exceeded ten hours.

11 58. Defendants did not pay Plaintiff premium pay for these non-compliant meal
12 periods.

13 59. As a result, Plaintiff has been injured and did not receive the meal period premium
14 pay to which he is entitled.

15 **SEVENTH CAUSE OF ACTION**
16 **(Failure to Provide Rest Periods)**

17 60. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

18 61. The applicable IWC Wage Order section 12(A) provides that “[e]very employer
19 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
20 in the middle of each work period. The authorized rest period time shall be based on the total
21 hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction
22 thereof. However, a rest period need not be authorized for employees whose total daily work time
23 is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours
24 worked for which there shall be no deduction from wages.”

25 62. The applicable IWC Wage Order section 12(B) provides that “[i]f an employer fails
26 to provide an employee a rest period in accordance with the applicable provisions of this order, the
27 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
28 compensation for each workday that the rest period is not provided.”

63. Labor Code section 226.7(a) provides that “[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

64. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

65. Defendants failed to provide Plaintiff with an opportunity to take compliant rest periods. Plaintiff often received short, interrupted or no rest periods due to the nature of the work. Plaintiff also did not receive a third rest period when his shift exceeded twelve hours.

66. Defendant did not pay Plaintiff premium pay for these non-compliant rest periods.

67. As a result, Plaintiff has been injured and did not receive the rest period premium pay to which he is entitled.

EIGHTH CAUSE OF ACTION
(Failure to Provide Accurate Wage Statements)

68. Plaintiff incorporates the preceding paragraphs of the Complaint.

69. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in

1 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
2 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1,
4 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay
5 and the total hours worked for each temporary services assignment. (Labor Code § 226(a).)

6 70. An employee suffering injury as a result of a knowing and intentional failure by an
7 employer to provide wage statements is entitled to recover the greater of all actual damages or
8 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
9 (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate
10 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
11 attorney's fees. (Labor Code § 226(e).)

12 71. Defendants failed to provide Plaintiff with accurate wage statements in violation of
13 Labor Code section 226(a). Among other things, the wage statements Plaintiff received failed to
14 accurately state his total hours worked, total overtime hours worked, and correct rates of pay.
15 Plaintiff's total hours worked also incorrectly included hours for holiday and sick pay.

16 72. As a result, Plaintiff was injured as he could not promptly and easily determine the
17 total hours he worked or the other information required by Labor Code section 226(a).

18 73. Accordingly, Plaintiff is entitled to recover penalties pursuant to Labor Code
19 section 226(e).

20 **NINTH CAUSE OF ACTION**
21 **(Waiting Time Penalties)**

22 74. Plaintiff incorporates the preceding paragraphs of the Complaint.

23 75. California Labor Code section 201(a) provides in relevant part that "if an employer
24 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
25 immediately."

26 76. California Labor Code section 202(a) provides in relevant part that "if an employee
27 not having a written contract for a definite period quits his or her employment, his or her wages
28 shall become due and payable not later than 72 hours thereafter, unless the employee has given 72

1 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
2 or her wages at the time of quitting.”

3 77. California Labor Code section 203(a) provides that where an employer willfully
4 fails to timely pay an employee his or her final wages in compliance with these statutes, the wages
5 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
6 until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

7 78. Defendants failed to timely pay Plaintiff all wages that he earned upon termination
8 of employment, including minimum wages and overtime he was owed. Indeed, despite contacting
9 Defendants, Plaintiff never received his final paycheck, which Defendants appear to have directly
10 deposited in another employee’s account.

11 79. Plaintiff is informed and believes that Defendants acted willfully in failing to
12 timely pay Plaintiff his final wages as Defendants did so intentionally without any good faith
13 dispute regarding the timing or amount of such final wages.

14 80. As a result, Plaintiff is entitled to recover waiting time penalties pursuant to Labor
15 Code section 203.

16 **TENTH CAUSE OF ACTION**
17 **(Failure to Timely Produce Wage Statements)**

18 81. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

19 82. California Labor Code section 226(c) provides that an employer, who receives a
20 request by a current or former employee to receive copies of his or her wage statements, shall
21 produce the records as soon as practicable and in no event later than 21 calendar days from the
22 date of the request. Where the employer fails to do, the employee is entitled to recover a penalty
23 of seven hundred and fifty dollars. (Labor Code § 226(f).)

24 83. On September 29, 2023, Plaintiff requested copies of his wage statements from
25 Defendants pursuant to Section 226(c). Defendants failed to timely produce the records.

26 84. Accordingly, Plaintiff is entitled to recover penalties as set forth in Labor Code
27 section 226(f).

28 **ELEVENTH CAUSE OF ACTION**

(Failure to Timely Produce Personnel File)

85. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

86. Labor Code section 1198.5(a) provides that “[e]very current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.” An employer must produce the employee’s personnel file within thirty days of a written request. (Labor Code § 11985(b).) Where an employer fails to timely do so, the employee is entitled to recover a penalty of seven hundred and fifty dollars. (Labor Code § 1198.5(k).)

87. On September 29, 2023, Plaintiff requested copies of his wage statements from Defendants pursuant to Section 1198.5. Defendants failed to timely produce the records.

88. Accordingly, Plaintiff is entitled to recover penalties as set forth in Labor Code section 1198.5(k).

TWELFTH CAUSE OF ACTION
(Violation of the Private Attorneys General Act)

89. Plaintiff incorporates the preceding paragraphs of the Complaint.

90. During the PAGA period (one year and sixty-five days from the filing of this First Amended Complaint), Defendants subjected Plaintiff and similarly situated non-exempt Aggrieved Employees to the foregoing unlawful Labor Code/Wage Order practices as discussed herein.

91. In addition, Defendants failed to maintain accurate time and payroll records for Plaintiff and Aggrieved Employees during the PAGA period. Under California law, an employer must maintain accurate time and pay records, including (1) time records showing when employees begin and ends each work periods, meal periods, split shift intervals, and total hours worked, and (2) pay records showing its employees’ hours worked and applicable rates of pay during each pay period. (Labor Code § 1174 and IWC Wage Orders § 7). Defendants failed to maintain these records, including accurate time records showing when Plaintiff and the Aggrieved Employees began and ended their meal periods and workdays. Defendants are therefore subject to civil penalties.

1 92. Labor Code section 204 requires an employer to pay all wages that are due and
2 owing to employees twice during each calendar month on days designated in advance by the
3 employer as regular paydays. Defendants violated this statute by failing to pay Plaintiff and
4 Aggrieved Employees all wages that are due and owing during their employment, including wages
5 for “off-the-clock” work, minimum wages, overtime, and meal and rest period premiums.
6 Defendants are therefore subject to civil penalties.

7 93. Under California law, an employer must provide an employee with written notice at
8 the time of hire that contains the following information. (A) The rate or rates of pay and basis
9 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
10 including any rates for overtime, as applicable; (B) Allowances, if any, claimed as part of the
11 minimum wage, including meal or lodging allowances; (C) The regular payday designated by the
12 employer in accordance with the requirements of this code; (D) The name of the employer,
13 including any “doing business as” names used by the employer; (E) The physical address of the
14 employer’s main office or principal place of business, and a mailing address, if different; (F) The
15 telephone number of the employer; (G) The name, address, and telephone number of the
16 employer’s workers’ compensation insurance carrier; and, (H) That an employee: may accrue and
17 use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or
18 retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file
19 a complaint against an employer who retaliates. (Labor Code § 2810.5). Defendants failed to
20 provide this notice to Plaintiff and the Aggrieved Employees. Accordingly, Defendants are
21 subject to civil penalties.

22 94. California law requires an employer to provide paid sick days to employees at a
23 rate of no less than one hour per every thirty hours worked, beginning on the commencement of
24 employment. (Labor Code § 246(b)(1).) Paid sick leave must be calculated as set forth in Labor
25 Code § 246(l). An employer shall provide an employee with written notice that sets forth the
26 amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick
27 leave, for use on either the employee’s itemized wage statement described in Section 226 or in a

1 separate writing provided on the designated pay date with the employee's payment of wages.
2 (Labor Code § 246(i).) Defendants violated these statutes as it did not accrue sick days for
3 Plaintiff and the Aggrieved Employees at the required rate of accrual, did not calculate and pay
4 sick pay to them at the required rate of pay, and did not accurately set forth the amount of
5 available paid sick leave on their wage statements or in a separate writing. Accordingly,
6 Defendants are subject to civil penalties.

7 95. Under California law, an employer is required to indemnify his or her employee for
8 all necessary expenditures or losses incurred by the employee in direct consequence of the
9 discharge of his or her duties. (Labor Code § 2802.) Defendants failed to reimburse Plaintiff and
10 the Aggrieved Employees for such business expenses, including use of their personal cellular
11 phones for work. Accordingly, Employer is subject to penalties under Labor Code § 2699(f).

12 96. In sum, during the PAGA period, Defendants violated the Labor Code and Wage
13 Order sections referenced herein, including Labor Code sections 201-203, 204, 226, 226.3, 226.7,
14 246, 510, 512, 516, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802 and the applicable Wage Order,
15 Sections 3, 4, 7, 11, 12, and 20. These violations subject Defendants to civil penalties as set forth
16 in, inter alia, Labor Code section 2699.

17 97. Under Labor Code section 2699.3, the LWDA must give written notice to the
18 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's
19 written notice.

20 98. Plaintiff complied with the procedures for bringing suit specified in Labor Code
21 sections 2699.3 and 2699.5 by letter dated December 7, 2023. Plaintiff gave written notice to the
22 LWDA via electronic submission, and via certified mail to all Defendants, of the specific
23 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
24 and theories to support the alleged violations.

25 99. As of the filing of this complaint, the LWDA has not provided the parties with any
26 notice of its intention to investigate these claims.

27 100. Under Labor Code section 2699.3, Defendants has 33 days after the date of written
28

1 notice to cure the alleged violations. As of the filing of this complaint, Defendant has not
2 responded to Plaintiff's PAGA notice in an attempt to cure.

3 101. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
4 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

5 102. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
6 reasonable attorney's fees and costs in connection with his claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for relief as follows:

- 9 (1) for compensatory damages according to proof;
10 (2) for statutory and other available penalties according to proof;
11 (3) for punitive and exemplary damages according to proof;
12 (4) for civil penalties according to proof;
13 (4) for prejudgment interest as permitted by law;
14 (5) for attorney's fees and costs incurred in prosecuting this action; and,
15 (6) for such further relief that the Court deems appropriate.

16
17 Dated: February 16, 2024

BLAKE JONES LAW, PC.

18
19 By: 

20 Blake R. Jones
21 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on claims where a jury is allowed.

Dated: February 16, 2024

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff

EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 16, 2024

BLAKE JONES
355 S. Grand Ave.
Ste 2450-#2052, CA 90071

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202402-23658516
Right to Sue: Castillo / SPONGELLE, LLC

Dear BLAKE JONES:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 16, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202402-23658516

Right to Sue: Castillo / SPONGELLE, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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February 16, 2024

Christian Castillo

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202402-23658516
Right to Sue: Castillo / SPONGELLE, LLC

Dear Christian Castillo:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 16, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Christian Castillo

CRD No. 202402-23658516

Complainant,

vs.

SPONGELLE, LLC

Respondents

1. Respondent **SPONGELLE, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Christian Castillo**, resides in the City of , State of .

3. Complainant alleges that on or about **September 13, 2023**, respondent took the following adverse actions:

Complainant experienced retaliation because complainant requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Additional Complaint Details: Claimant worked for Respondent as non-exempt Warehouse and Inventory Specialist from August 2022 – September 2023, when he was wrongfully terminated in retaliation for attempting to take a medical leave of absence for his own serious illness and/or for complaining to management that he was not being paid properly. Claimant began working for Respondent as a non-exempt Warehouse and Inventory Specialist in August 2022. Claimant was paid an hourly wage, plus bonuses. He typically worked shifts between eight to twelve hours approximately five days per week. After

1 Claimant had been employed for approximately a year, he started to realize that his
2 paychecks were often short and did not credit him for all the hours he worked. Accordingly,
3 Claimant contacted the Respondent's payroll representative and senior management and
4 complained that he was not being paid for all the hours he worked. Nothing was done.
5 Approximately a month later on Monday, September 11, 2023, Claimant was ill due to
6 severe food poisoning. He texted his supervisor to let him know that he would be out sick.
7 Claimant felt pressured to return to work and attempted to do so the following day.
8 However, Claimant was too sick to work and his supervisor sent him home. On Wednesday,
9 Claimant texted his supervisor indicating that he was still very weak and was not able to
10 work that day. That same day, Claimant received a call from Respondent's Human
11 Resources who terminated his employment. In particular, Respondent told Claimant he was
12 being terminated because he showed up for work under the influence on Tuesday,
13 September 12, 2023. This purported reason was entirely pretextual. Claimant was not
14 under the influence and was recovering from severe food poisoning. Claimant was not
15 asked to take a drug or alcohol test to which he would have voluntarily submitted upon being
16 falsely accused. In truth, Respondent terminated Claimant in retaliation for complaining
17 about his pay and/or because Respondent did not want to provide him with an extended
18 leave of absence to recover from his illness under the California Family Rights Act ("CFRA").
19 Indeed, Respondent never notified Claimant of his right to CFRA leave prior to terminating
20 his employment.

1 VERIFICATION

2 I, **Blake R. Jones**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On February 16, 2024, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **San Diego CA**
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