

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of Kern

By: Julia Barrera, Deputy Clerk

11/12/2025

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

GOLDEN LABOR SERVICES, LLC, a California limited liability company; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

PATRICIA CASTILLO, on behalf of the State of California in Plaintiff's representative capacity as a private attorney general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Kern County Superior Court

Metro Division - 1215 Truxtun Avenue Bakersfield, CA 93301

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

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DATE:

(Fecha) **11/12/2025**

Tara Leal

Clerk, by

(Secretario)

Julia Barrera

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

PATRICIA CASTILLO, on behalf of the State
of California in Plaintiff's representative
capacity as a private attorney general,

Plaintiff,

v.

GOLDEN LABOR SERVICES, LLC, a
California limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No: 25CUB00297

REPRESENTATIVE ACTION
COMPLAINT FOR:

- 1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ.]

ELECTRONICALLY FILED
Superior Court of California,
County of Kern
y: Alexandra Valles-Guerrero, Deputy Clerk
10/17/25 1:00 PM

1
2 PLAINTIFF PATRICIA CASTILLO (“PLAINTIFF”), an individual, in PLAINTIFF’S
3 representative capacity and on behalf of PLAINTIFF, the people of the State of California, and as
4 an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorney
5 General Act of 2004, Section 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except
6 for PLAINTIFF’S own acts and knowledge which are based on personal knowledge, the following:

7 **INTRODUCTION**

8 1. PLAINTIFF brings this action against DEFENDANT GOLDEN LABOR
9 SERVICES LLC (“DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all
10 current and former aggrieved employees who worked for DEFENDANT. PLAINTIFF does **not**
11 **seek to recover anything other than penalties as permitted by California Labor Code Section**
12 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does
13 not seek underlying general and/or special damages for those violations, but simply the civil
14 penalties permitted by California Labor Code Section 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action on
16 behalf of PLAINTIFF and on behalf of others for PAGA penalties *only*, which is the precise and
17 sole nature of this action.

18 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT’S
19 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
20 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
21 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

22 4. PLAINTIFF brings this representative action pursuant to PAGA on behalf of the
23 Labor and Workforce Development Agency (“LWDA”) and other current and former aggrieved
24 employees of DEFENDANT for engaging in a pattern and practice of wage and hour violations
25 under the California Labor Code.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
27 decreased their employment-related costs by systematically violating California wage and hour
28 laws.

1 ///

2 6. DEFENDANT’S systematic pattern of wage and hour and Industrial Welfare
3 Commission (“IWC”) Wage Order violations toward PLAINTIFF and other aggrieved employees
4 in California include, *inter alia*:

- 5 a. Failure to provide compliant meal and rest periods;
- 6 b. Failure to allow employees to take duty-free meal and rest periods;
- 7 c. Failure to pay all minimum, sick pay, regular and overtime wages;
- 8 d. Failure to correctly calculate the regular rate of pay;
- 9 e. Failure to pay within seven (7) days of the close of payroll;
- 10 f. Failure to pay for all hours worked;
- 11 g. Failure to maintain true and accurate records;
- 12 h. Failure to reimburse for required business expenses;
- 13 i. Failure to permit inspection of employee records;
- 14 j. Failure to provide accurate itemized wage statements;
- 15 k. Failure to timely pay wages due during, and upon termination of employment; and

16 7. PLAINTIFF reserves the right to name additional representatives throughout the
17 State of California.

18 **THE PARTIES**

19 8. Defendant GOLDEN LABOR SERVICES, LLC (“DEFENDANT”) is a California
20 limited liability company that at all relevant times mentioned herein conducted and continues to
21 conduct substantial and regular business throughout California.

22 9. DEFENDANT owns and operates a farm labor contracting business in California,
23 including in the County of Kern.

24 10. PLAINTIFF was employed by DEFENDANT in California from October 2024 to
25 November 2024, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
26 required meal and rest periods and payment of minimum and overtime wages due for all time
27 worked.

1 11. PLAINTIFF, and such persons who may be added from time to time who satisfy the
2 requirements and exhaust the administrative procedures under the PAGA, bring this Representative
3 Action on behalf of the State of California with respect to PLAINTIFF and all individuals who are
4 or previously were employed by DEFENDANT in California and classified as non-exempt
5 employees (“AGGRIEVED EMPLOYEES”) during the time period of August 12, 2024, and the
6 present (“PAGA PERIOD”).

7 12. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
8 Section 2699(c) because PLAINTIFF was employed by DEFENDANT and personally suffered
9 each of the alleged Labor Code violations committed by DEFENDANT.

10 13. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
11 were, employees of DEFENDANT, within the meanings set forth in the California Labor Code and
12 the applicable IWC Wage Order.

13 14. Each of the fictitiously named defendants participated in the acts alleged in this
14 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
15 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting
16 forth the true names and capacities of these fictitiously named Defendants when their true names
17 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the
18 fictitious Defendants have participated in the acts alleged in this Complaint.

19 15. DEFENDANT, including DOES 1 THROUGH 50 (hereinafter collectively
20 “DEFENDANT”), was PLAINTIFF’S employer or persons acting on behalf of PLAINTIFF’S
21 employer, within the meaning of California Labor Code Section 558, who violated or caused to be
22 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
23 hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each
24 underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

25 16. DEFENDANT were PLAINTIFF’S employer or persons acting on behalf of
26 PLAINTIFF’S employer either individually or as an officer, agent, or employee of another person,
27 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
28

1 employee a wage less than the minimum fixed by California state law, and as such, are subject to
2 civil penalties for each underpaid employee.

3 ///

4 **JURISDICTION AND VENUE**

5 17. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This
7 Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the
8 Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq.*

9 18. Venue is proper in this Court pursuant to California Code of Civil Procedure,
10 Sections 395 and 395.5, because DEFENDANT (i) currently maintain and at all relevant times
11 maintained offices and facilities in this County and/or conduct substantial business in this County,
12 and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED
13 EMPLOYEES.

14 **THE CONDUCT**

15 19. In violation of the applicable sections of the California Labor Code and the
16 requirements of the IWC Wage Order, DEFENDANT as a matter of company policy, practice, and
17 procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal
18 and rest periods, failed to accurately compensate PLAINTIFF and AGGRIEVED EMPLOYEES
19 for missed meal and rest periods, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES for
20 all time worked, failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-
21 clock work, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES overtime at the correct
22 regular rate of pay, failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES meal rest
23 premiums at the regular rate, failed to reimburse PLAINTIFF and other AGGRIEVED
24 EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to
25 PLAINTIFF and AGGRIEVED EMPLOYEES accurate itemized wage statements showing, among
26 other things, all applicable hourly rates in effect during the pay periods and the corresponding
27 amount of time worked at each hourly rate. DEFENDANT'S uniform policies and practices are
28 intended to purposefully avoid the accurate and full payment for all time worked as required by

1 California law which allows DEFENDANT to illegally profit and gain an unfair advantage over
2 competitors who comply with the law. To the extent equitable tolling operates to toll claims by the
3 AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted
4 accordingly.

5 **A. Meal Period Violations**

6 20. Pursuant to the IWC Wage Orders, DEFENDANT was required to pay PLAINTIFF
7 and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an
8 employee is subject to the control of an employer, including all the time the employee is suffered
9 or permitted to work. From time to time during the PAGA PERIOD, DEFENDANT required
10 PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the time they
11 were under DEFENDANT'S control. Specifically, DEFENDANT required PLAINTIFF to work
12 while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break. Indeed,
13 there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the
14 PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime
15 compensation by regularly working without their time being accurately recorded and without
16 compensation at the applicable minimum wage and overtime rates. DEFENDANT'S uniform
17 policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time
18 worked is evidenced by DEFENDANT'S business records.

19 21. During the PAGA PERIOD, as a result of their rigorous work schedules and
20 DEFENDANT'S inadequate staffing practices, PLAINTIFF and other AGGRIEVED
21 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and
22 were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
23 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANT for
24 more than five (5) hours during some shifts without receiving a meal break. Further, from time to
25 time DEFENDANT failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second
26 off-duty meal period for some workdays in which DEFENDANT require these employees to work
27 ten (10) hours of work. The nature of the work performed by PLAINTIFF and other AGGRIEVED
28 EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period

1 exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED
2 EMPLOYEES were, from time to time, required to remain on premises, on duty and on call.
3 DEFENDANT'S failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with legally
4 required meal breaks is evidenced by DEFENDANT'S business records. PLAINTIFF and
5 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in
6 accordance with DEFENDANT'S strict corporate policy and practice.

7 **B. Rest Period Violations**

8 22. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
9 were from time to time also required to work in excess of four (4) hours without being provided ten
10 (10) minute rest periods as a result of their rigorous work requirements and DEFENDANT'S
11 inadequate staffing. Further, for the same reasons, these employees were from time to time denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
13 (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for
14 some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first,
15 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or
16 more. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED
17 EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call.
18 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages
19 *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT'S inadequate
20 staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time denied their
21 proper rest periods by DEFENDANT and DEFENDANT'S managers.

22 **C. Unreimbursed Business Expenses**

23 23. DEFENDANT as a matter of corporate policy, practice, and procedure,
24 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
25 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the
26 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their
27 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
28 required to indemnify employees for all expenses incurred in the course and scope of their

1 employment. California Labor Code Section 2802 expressly states that "an employer shall
2 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
3 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
4 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
5 believed them to be unlawful."

6 24. In the course of their employment, DEFENDANT required PLAINTIFF and other
7 AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of their
8 job duties for the use of their personal cell phones. Specifically, PLAINTIFF and other
9 AGGRIEVED EMPLOYEES were required to use their own cell phones in order to perform work
10 related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
11 AGGRIEVED EMPLOYEES for the personal expenses incurred for the use of their personal cell
12 phones. As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and
13 other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included, but
14 were not limited to, costs related to the use of their personal cell phones, all on behalf of and for the
15 benefit of DEFENDANT.

16 **D. Wage Statement Violations**

17 25. California Labor Code Section 226 requires an employer to furnish its employees an
18 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
19 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of the employee's social security number or an
22 employee identification number other than a social security number, (8) the name and address of
23 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 26. From time to time during the PAGA PERIOD, when PLAINTIFF and other
26 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
27 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to
28 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage

1 statements which failed to show, among other things, all deductions, the total hours worked and all
2 applicable hourly rates in effect during the pay period, and the corresponding amount of time
3 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
4 periods.

5 27. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
6 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with
7 California Labor Code Section 226(a)(1)-(9).

8 28. As a result, DEFENDANT issued PLAINTIFF and AGGRIEVED EMPLOYEES
9 with wage statements that violate California Labor Code Section 226. Further, DEFENDANT'S
10 violations are knowing and intentional; they were not isolated due to an unintentional payroll error
11 due to clerical or inadvertent mistake.

12 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

13 29. During the PAGA PERIOD, from time to time DEFENDANT failed and continues
14 to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked.

15 30. During the PAGA PERIOD, from time to time DEFENDANT required PLAINTIFF
16 and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work. This resulted in
17 PLAINTIFF and AGGRIEVED EMPLOYEES having to work while off-the-clock.

18 31. DEFENDANT directed and directly benefited from the undercompensated off-the-
19 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

20 32. DEFENDANT controlled the work schedules, duties, protocols, applications,
21 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

22 33. DEFENDANT was able to track the amount of time PLAINTIFF and AGGRIEVED
23 EMPLOYEES spent working; however, DEFENDANT failed to document, track, or pay
24 PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work they
25 performed.

26 34. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees,
27 subject to the requirements of the California Labor Code.
28

1 35. DEFENDANT’S policies and practices deprived PLAINTIFF and the other
2 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
3 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES typically
4 worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
5 DEFENDANT’S policies and practices also deprived them of overtime pay.

6 36. DEFENDANT knew or should have known that PLAINTIFF and AGGRIEVED
7 EMPLOYEES’ off-the-clock work was compensable under the law.

8 37. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
9 them for all hours worked at DEFENDANT’S direction, control, and benefit for the time spent
10 working while off-the-clock. DEFENDANT’S uniform policy and practice to not pay PLAINTIFF
11 and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
12 evidenced by DEFENDANT’S business records.

13 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
14 **Redeemed Sick Pay**

15 38. From time to time during the PAGA PERIOD, DEFENDANT failed and continues
16 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for
17 their overtime and double time hours worked, meal and rest period premiums, and redeemed sick
18 pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due to
19 them for working overtime without compensation at the correct overtime and double time rates,
20 meal and rest period premiums, and redeemed sick pay rates. DEFENDANT’S uniform policy and
21 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES at the correct rate for all
22 overtime and double time worked, meal and rest period premiums, and redeemed sick pay in
23 accordance with applicable law is evidenced by DEFENDANT’S business records.

24 39. State law provides that employees must be paid overtime at one-and-one-half times
25 their “regular rate of pay.” (Cal. Lab. Code § 510.) PLAINTIFF and other AGGRIEVED
26 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific
27 elements of an employee’s performance.
28

1 40. The second component of PLAINTIFF’S and other AGGRIEVED EMPLOYEES’
2 compensation was DEFENDANT’S non-discretionary incentive program that paid PLAINTIFF
3 and other AGGRIEVED EMPLOYEES’ incentive wages based on their performance for
4 DEFENDANT. The non-discretionary bonus program provided all employees paid on an hourly
5 basis with bonus compensation when the employees met the various performance goals set by
6 DEFENDANT.

7 41. From time to time, when calculating the regular rate of pay, in those pay periods
8 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
9 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
10 bonus, DEFENDANT failed to accurately include the non-discretionary bonus compensation as
11 part of the employees’ “regular rate of pay” and/or calculated all hours worked rather than just all
12 non-overtime hours worked. Management and supervisors described the incentive/bonus program
13 to potential and new employees as part of the compensation package. As a matter of law, the
14 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
15 included in the “regular rate of pay.” The failure to do so has resulted in a systematic underpayment
16 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
17 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT. Specifically, California
18 Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated
19 in the same manner as the regular rate of pay for the workweek in which the non-exempt employee
20 uses paid sick time, whether or not the employee actually works overtime in that workweek.
21 DEFENDANT’S conduct, as articulated herein, by failing to include the incentive compensation as
22 part of the “regular rate of pay” for purposes of sick pay compensation was in violation of California
23 Labor Code Section 246 the underpayment of which is recoverable under California Labor Code
24 Sections 201, 202, 203 and/or 204.

25 42. In violation of the applicable sections of the California Labor Code and the
26 requirements of the IWC Wage Order, DEFENDANT as a matter of company policy, practice, and
27 procedure, intentionally and knowingly failed to compensate PLAINTIFF and AGGRIEVED
28 EMPLOYEES at the correct rate of pay for all overtime and double time worked, meal and rest

1 period premiums, and sick pay. This uniform policy and practice of DEFENDANT is intended to
2 purposefully avoid the payment of the correct overtime and double time compensation, meal and
3 rest period premiums, and sick pay as required by California law which allowed DEFENDANT to
4 illegally profit and gain an unfair advantage over competitors who complied with the law. To the
5 extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
6 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

7 **G. Sick Pay Violations**

8 43. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
9 after July 1, 2015, works in California for the same employer for 30 or more days within a year
10 from the commencement of employment is entitled to paid sick days as specified in this section.”
11 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
12 From time to time, DEFENDANT failed to have a policy or practice in place that provided
13 PLAINTIFF and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of January
14 1, 2024, DEFENDANT failed to adhere to the law in that they failed to provide and allow
15 employees to use at least forty hours or five days of paid sick leave per year.

16 44. California Labor Code Section 246(i) requires an employer to furnish its employees
17 with written wage statements setting forth the amount of paid sick leave available. From time to
18 time, DEFENDANT violated California Labor Code Section 246 by failing to furnish PLAINTIFF
19 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave
20 available.

21 **H. Violations for Untimely Payment of Wages**

22 45. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED
23 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF
24 and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
25 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
26 rest period premium wages within the permissible time period.

27 46. Pursuant to California Labor Code Section 201, “If an employer discharges an
28 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

1 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
2 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
3 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
4 entitled to his or her wages at the time of quitting.” PLAINTIFF and the AGGRIEVED
5 EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the
6 time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections
7 201 and 202. Further, DEFENDANT’S violations are willful and intentional; they were not isolated
8 due to an unintentional payroll error due to clerical or inadvertent mistake.

9 47. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
10 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
11 employment ended during the PAGA PERIOD.

12 **I. Unlawful Deductions**

13 48. DEFENDANT, from time to time unlawfully deducted wages from PLAINTIFF and
14 AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so or
15 notice to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result, DEFENDANT violated
16 Labor Code Section 221.

17 **J. Unlawful Rounding Practices**

18 49. During the PAGA PERIOD, DEFENDANT did not have in place an immutable
19 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
20 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
21 Specifically, DEFENDANT had in place an unlawful rounding policy and practice that resulted in
22 PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time
23 worked. As a result, DEFENDANT was able to and did in fact unlawfully, and unilaterally round
24 the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and AGGRIEVED
25 EMPLOYEES in order to avoid paying these employees for all their time worked, including the
26 applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other
27 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by
28 working without their time being accurately recorded and without compensation at the applicable

overtime rates.

50. Further, the mutability of DEFENDANT'S timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding policy and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break.

K. Timekeeping Manipulation

51. During the PAGA PERIOD, DEFENDANT, from time to time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest break.

52. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

53. The mutability of the timekeeping system also allowed DEFENDANT to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of DEFENDANT'S uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks.

54. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANT'S direction, control and benefit for the time the timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not pay

1 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
2 applicable law is evidenced by DEFENDANT’S business records.

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6 **L. Failure to Provide Personnel Files**

7 55. On March 13, 2025, and April 21, 2025, PLAINTIFF caused written requests via
8 certified mail to be delivered to DEFENDANT for PLAINTIFF’S personnel and employment
9 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
10 pay stubs; and (4) PLAINTIFF’S complete employment file.

11 56. DEFENDANT failed to provide and/or make available to PLAINTIFF their
12 personnel records, payroll records, employment contract, and entire employment file within thirty
13 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
14 DEFENDANT has failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
15 DEFENDANT violated California Labor Code Section 1198.5 by failing to respond and provide
16 PLAINTIFF with their employment file. Section 1198.5 states that employees (and former
17 employees) have the right to inspect personnel records maintained by the employer “related to the
18 employee’s performance or to any grievance concerning the employee.” Employers must allow
19 inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to and
20 requests injunctive relief to obtain compliance with California Labor Code Section 1198.5, a
21 statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

22 57. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
23 off-duty meal and rest breaks and was not fully relieved of duty for PLAINTIFF’S rest and meal
24 periods. PLAINTIFF was required to perform work as ordered by DEFENDANT for more than
25 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed
26 to provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANT
27 required PLAINTIFF to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
28 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the rest

1 break. DEFENDANT’S policy caused PLAINTIFF to remain on premises, on-call and on-duty
2 during what was supposed to be PLAINTIFF’S off-duty meal periods. PLAINTIFF therefore
3 forfeited meal and rest breaks without additional compensation and in accordance with
4 DEFENDANT’S strict corporate policy and practice. Moreover, DEFENDANT also provided
5 PLAINTIFF with paystubs that failed to comply with California Labor Code Section 226. Further,
6 DEFENDANT also failed to reimburse PLAINTIFF for required business expenses related to the
7 personal expenses incurred for the use of PLAINTIFF’S personal cell phone, on behalf of and in
8 furtherance of PLAINTIFF’S employment with DEFENDANT. Additionally, DEFENDANT
9 failed to provide and/or make available to PLAINTIFF their personnel records, payroll records,
10 employment contracts, and entire employment file within (30) days of all their requests on March
11 13, 2025, and April 21, 2025. To date, DEFENDANT has not fully paid PLAINTIFF the minimum,
12 overtime and double time compensation still owed to PLAINTIFF or any penalty wages owed to
13 PLAINTIFF under California Labor Code Section 203. The amount in controversy for PLAINTIFF
14 individually does not exceed the sum or value of \$75,000.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

17 **(Cal. Lab. Code §§2698 *et seq.*)**

18 **(Alleged by PLAINTIFF against DEFENDANT)**

19 58. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
20 herein, the prior paragraphs of this Complaint.

21 59. PAGA is a mechanism by which the State of California itself can enforce state labor
22 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
23 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
24 a law enforcement action designed to protect the public and not to benefit private parties. The
25 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
26 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
27 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
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private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

60. At all relevant times, for the reasons described herein and others, PLAINTIFF and the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the meaning of Labor Code Section 2699(c).

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61. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

62. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By certified letter, return receipt requested, dated August 12, 2025, PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA") and to DEFENDANT of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (See Exhibit #1.)

63. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA with notice of DEFENDANT'S violations, the LWDA has not provided any notice by certified mail of its intent to investigate the DEFENDANT'S alleged violations as mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

64. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANT'S violations of Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804 in the following amounts:

a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200) per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code Section 2699(f)];

b. For violations of Labor Code Section 226(a), a civil penalty in the amount

1 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
2 any initial violation and one thousand dollars for each subsequent violation
3 [penalty per Labor Code Section 226.3];

4 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
5 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
6 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
7 each subsequent violation [penalty per Labor Code Section 210];

8 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
9 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
10 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
11 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
12 per Labor Code Section 558];

13 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
14 of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty
15 per Labor Code Section 1174.5].

16 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
17 a civil penalty in the amount of one hundred dollars (\$100) for each
18 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
19 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
20 period for each subsequent violation [penalty per Labor Code Section 1197.1].

21 65. For all provisions of the Labor Code for which civil penalty is not specifically
22 provided, Labor Code Section 2699(f) imposes upon DEFENDANT a penalty of up to two hundred
23 dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
24 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
25 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).
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1. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;
2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
3. For such other relief as the Court deems just and proper.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

August 12, 2025

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

GOLDEN LABOR SERVICES, LLC

c/o Ramiro Marin Perez
233 Caroline Lane
Shafter, CA 93263

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 1166 8819 36

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff PATRICIA CASTILLO (“Plaintiff”) and other aggrieved employees. Plaintiff was employed by Defendant GOLDEN LABOR SERVICES, LLC (“Defendant”) in California from October 2024 through November 2024 as a farm laborer and worked at Defendant’s farms in Auburn. Plaintiff was employed by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendant’s failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period (“Aggrieved Employees”). Plaintiff believes this group to be comprised of all current

and former non-exempt employees who performed work for Defendant in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, Defendant as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendant’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendant to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendant was required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendant required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendant’s control. Specifically, Defendant required Plaintiff to work while clocked out during what was supposed to be Plaintiff’s off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendant’s uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendant’s business records.

During the last year, as a result of their rigorous work schedules and Defendant’s inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendant for more than five (5) hours during some shifts without receiving a meal break. Further, Defendant failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendant to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendant’s failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendant’s business records. As a result of their rigorous work schedules and Defendant’s inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation

and in accordance with Defendant's strict corporate policy and practice. For example, as evidenced by Plaintiff's declaration attached hereto as **Exhibit A**, Plaintiff was denied at least one compliant meal period during her employment with Defendant and within the last year. However, Plaintiff was never issued a meal period premium during the corresponding pay period.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendant's inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendant's inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendant and Defendant's managers. For example, as evidenced by Plaintiff's declaration attached hereto as **Exhibit A**, Plaintiff was denied at least one compliant rest period during her employment with Defendant and within the last year. However, Plaintiff was never issued a rest period premium during the corresponding pay period.

Unreimbursed Business Expenses: Defendant as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendant. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendant required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones in order to perform work related tasks. However, Defendant unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones. As a result, in the course of their employment with Defendant, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, all on behalf of and for the benefit of Defendant. For example, as evidenced by Plaintiff's declaration attached hereto as **Exhibit A**, Plaintiff was required to use her personal cell phone on at least one occasion during her employment with Defendant and within the last year. However, Defendant failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (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 the employee's 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 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendant also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendant also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendant issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendant's violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendant failed and continues to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendant required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendant directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendant controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendant was able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendant failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendant's policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendant's policies and practices also deprived them of overtime pay.

Defendant knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. For example, as evidenced by Plaintiff's declaration attached hereto as **Exhibit A**, Plaintiff was compensated based on the hours they were scheduled to work rather than the actual amount of time they spent working. As a result, Plaintiff and other

Aggrieved Employees forfeited wages due to them for all hours worked at Defendant's direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendant's uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendant's business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendant failed and continues to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendant's uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendant's business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendant's non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendant. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendant. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendant failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendant.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendant's conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendant as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other

Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendant to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendant, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendant violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendant, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendant was able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendant's timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendant to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendant's timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendant's uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendant's direction, control and benefit for the time the timekeeping system was inoperable. Defendant's uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendant's business records.

Unlawful Rounding Practices: During the last year, Defendant did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendant had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendant was able to and did in fact unlawfully and unilaterally round the time recorded in Defendant's timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendant's timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendant's unlawful rounding policy and practice caused Plaintiff

and other Aggrieved Employees to perform work as ordered by Defendant for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendant has not fully paid Plaintiff the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendant failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendant failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendant violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Personnel File Violations: On March 13, 2025, and April 21, 2025, Plaintiff caused written requests via certified mail to be delivered to Defendant for Plaintiff's personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) Plaintiff's complete employment file. Defendant failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their requests stated above. In fact, as of the date of filing of this notice, Defendant has failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendant violated California Labor Code Section 1198.5 by failing to respond and provide Plaintiff with their employment file. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer "related to the employee's performance or to any grievance concerning the employee." Employers must allow inspection or copying within thirty (30) days of the request. For example, as evidenced by Plaintiff's declaration attached hereto as **Exhibit A**, on March 13, 2025, and April 21, 2025, Plaintiff requested copies of their paystubs, timesheets, timekeeping records, and written policies applicable to their employment with Defendant.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

EXHIBIT A

JCL LAW FIRM, APC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

PATRICIA CASTILLO, an individual, on
behalf of Plaintiff, and on behalf of all persons
similarly situated,

Plaintiff,

v.

GOLDEN LABOR SERVICES, LLC, a
California limited liability company; and
DOES 1-50, Inclusive,

Defendants.

DECLARATION OF PATRICIA CASTILLO

1 I, Patricia Castillo, declare as follows:

2 1. I am over the age of eighteen, a California resident, and Plaintiff in the above-entitled
3 matter. I have personal knowledge of all the facts stated herein. I could and would competently testify
4 under oath to these facts in court if requested to do so.

5 2. I was employed by Defendant GOLDEN LABOR SERVICES, LLC (“Defendant”) within
6 the last year, as a non-exempt employee, paid on an hourly basis, and entitled to legally mandated meal
7 and rest periods, minimum wages, and overtime compensation, in Kern County from October 2024 to
8 November 2024. Throughout my employment, I was subject to Defendant’s written policies and
9 procedures.

10 3. I believe my rights as an employee were violated by Defendant within the last year.
11 Among other claims, I believe Defendant failed to pay for all time worked, failed to furnish accurate
12 itemized wage statements, failed to provide compliant meal and rest periods, failed to pay overtime and
13 sick pay at the correct regular rate of pay, failed to reimburse for mandatory business expenses, and
14 failed to pay all wages when due.

15 4. I filed the case because I believed my rights as an employee were violated by Defendant
16 and also the rights of other employees that worked for Defendant.

17 5. On at least one occasion during my employment with Defendant and within the last year,
18 my meal period was less than thirty (30) minutes, and/or taken after the end of my fifth hour of work,
19 and/or missed entirely, and/or Defendant did not fully relieve me of all duties. Specifically, I was only
20 permitted to take my meal period when my supervisor, Alfredo (Last Name Unknown), permitted me to
21 do so. From time to time within the last year, Alfredo (Last Name Unknown) caused my meal period to
22 be less than thirty (30) minutes, and/or taken after the end of my fifth hour of work, and/or missed
23 entirely, and/or on duty. Despite this, Defendant failed to pay me a single meal period premium in the
24 last year, or at all, during my employment.

25 6. On at least one occasion during my employment with Defendant and within the last year,
26 my rest period was less than ten (10) minutes, and/or not authorized per four (4) hours worked, and/or
27 Defendant did not fully relieve me of all duties. Specifically, I was only permitted to take my rest periods
28 when my supervisor, Alfredo (Last Name Unknown), permitted me to do so. Alfredo (Last Name

1 Unknown) caused my rest period to be less than ten (10) minutes, and/or not authorized per four (4)
2 hours worked, and/or on duty. Despite this, Defendant failed to pay me a single rest period premium in
3 the last year, or at all, during my employment.

4 7. Throughout my employment with Defendant and within the last year, I was required to
5 incur personal expenses related to the use of my cell phone in order to complete mandatory work-related
6 tasks, including but not limited to sending and receiving work-related communications. However,
7 despite the use of my personal cell phone, Defendant never reimbursed me for these mandatory work-
8 related expenses.

9 8. Throughout my employment with Defendant and within the last year, I was not permitted
10 to access any timekeeping software. Instead, Defendant would compensate me based on the hours I was
11 *scheduled* to work rather than the actual amount of time I spent working. As a result, on at least one
12 occasion during my employment with Defendant and within the last year, I was required to perform pre-
13 shift and post-shift work. This resulted in an underpayment of minimum and overtime wages for the
14 time I spent working off the clock.

15 9. Finally, on March 13, 2025, and April 21, 2025, I requested a copy of my personnel
16 records for inspection. Among other records, I requested copies of my paystubs, timesheets, timekeeping
17 records, and written policies applicable to my employment with Defendant. To date, Defendant has
18 provided me with neither my personnel records, nor the \$750 penalty pursuant to Labor Code section
19 1198.5(k).

20
21 I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct. Executed on 08/07/2025 (date), at Bakersfield (city), California.

23
24 By: Patricia Castillo (Aug 7, 2025 11:22:06 PDT)

25 PATRICIA CASTILLO
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[SPANISH TRANSLATION]

Yo, Patricia Castillo, declaro lo siguiente:

1. Soy mayor de dieciocho años, residente de California y demandante en el asunto mencionado anteriormente. Tengo conocimiento personal de todos los hechos aquí expuestos. Podría testificar y testificaría de manera competente bajo juramento sobre estos hechos en la corte si se me pidiera que lo hiciera.

2. Fui empleada por el demandado GOLDEN LABOR SERVICES, LLC ("Demandado") en el último año, como empleado no exento, pagado por hora y con derecho a períodos de comida y descanso legalmente obligatorios, salarios mínimos y compensación por horas extras, en el condado de Kern desde octubre de 2024 hasta noviembre de 2024. A lo largo de mi empleo, estuve sujeto a las políticas y procedimientos escritos del demandado.

3. Creo que mis derechos como empleado fueron violados por el demandado en el último año. Entre otros reclamos, creo que el demandado no pagó todo el tiempo trabajado, no proporcionó declaraciones de salarios detalladas precisas, no proporcionó períodos de comida y descanso compatibles, no pagó horas extras y pago por enfermedad a la tasa de pago regular correcta, no reembolsó los gastos comerciales obligatorios y no pagó todos los salarios a su vencimiento.

4. Presenté el caso porque creía que el demandado violaba mis derechos como empleado y también los derechos de otros empleados que trabajaban para el demandado.

5. En al menos una ocasión durante mi empleo con el demandado y dentro del último año, mi período de comida fue de menos de treinta (30) minutos, y/o tomado después del final de mi quinta hora de trabajo, y/o perdido por completo, y/o el demandado no me relevó completamente de todos los deberes. Específicamente, solo se me permitió tomar mi período de comida cuando mi supervisor, Alfredo (apellido desconocido), me lo permitió. De vez en cuando, durante el último año, Alfredo (apellido desconocido) hizo que mi período de comida fuera de menos de treinta (30) minutos, y / o tomado después del final de mi quinta hora de trabajo, y / o perdido por completo, y / o en servicio. A pesar de esto, el demandado no me pagó una prima por un solo período de comida en el último año, o en absoluto, durante mi empleo.

1 6. En al menos una ocasión durante mi empleo con el demandado y dentro del último año,
2 mi período de descanso fue de menos de diez (10) minutos, y/o no autorizado por cada cuatro (4) horas
3 trabajadas, y/o el demandado no me relevó completamente de todas las funciones. Específicamente, solo
4 se me permitió tomar mis períodos de descanso cuando mi supervisor, Alfredo (apellido desconocido),
5 me lo permitió. Alfredo (Apellido desconocido) hizo que mi período de descanso fuera inferior a diez
6 (10) minutos, y/o no autorizado por cada cuatro (4) horas trabajadas, y/o de servicio. A pesar de esto, el
7 demandado no me pagó una prima de un solo período de descanso en el último año, o en absoluto,
8 durante mi empleo.

9 7. A lo largo de mi empleo con el demandado y durante el último año, se me exigió que
10 incurriera en gastos personales relacionados con el uso de mi teléfono celular para completar tareas
11 obligatorias relacionadas con el trabajo, que incluyen, entre otras, enviar y recibir comunicaciones
12 relacionadas con el trabajo. Sin embargo, a pesar del uso de mi teléfono celular personal, el demandado
13 nunca me reembolsó estos gastos obligatorios relacionados con el trabajo.

14 8. A lo largo de mi empleo con el demandado y durante el último año, no se me permitió
15 acceder a ningún software de cronometraje. En cambio, el demandado me compensaría en función de
16 las horas que estaba *programado* para trabajar en lugar de la cantidad real de tiempo que pasé trabajando.
17 Como resultado, en al menos una ocasión durante mi empleo con el demandado y dentro del último año,
18 se me pidió que realizara trabajos antes y después del turno. Esto resultó en un pago insuficiente de
19 salarios mínimos y horas extras por el tiempo que pasé trabajando fuera del horario laboral.

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9. Finalmente, el 13 de marzo de 2025 y el 21 de abril de 2025, solicité una copia de mis registros de personal para su inspección. Entre otros registros, solicité copias de mis talones de pago, hojas de tiempo, registros de cronometraje y políticas escritas aplicables a mi empleo con el demandado. Hasta la fecha, el demandado no me ha proporcionado ni mis registros de personal ni la multa de \$750 de conformidad con la sección 1198.5 (k) del Código Laboral.

Declaro bajo pena de perjurio bajo las leyes del Estado de California que lo anterior es verdadero y correcto. Ejecutado el 08/07/2025 (fecha), en 1 Bakersfield (ciudad), California.

Por: PATRICIA CASTILLO (Aug 7, 2025 11:22:06 PDT)
PATRICIA CASTILLO