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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION

JORGE A. AGUILAR, an individual

Plaintiff,

v.

PREMIER CRIMINAL DEFENSE, a
California limited liability company;
THOMAS SLATTERY, an individual;
THE CASTLE CONSULTING FIRM, an
Arizona limited liability company;
CHRISTOPHER CASTLE, an individual; and
DOES 1 through 5,

Defendants.

UNLIMITED CIVIL CASE

Case No.: 37-2019-00042373-CU-OE-CTL

COMPLAINT FOR:

- 1) Failure to Pay Minimum Wage (Lab. Code §§ 510, 1194, 1194.2 & 1197)
- 2) Failure to Pay Wages for Missed Meal Periods (Lab. Code § 226.7)
- 3) Failure to Pay Wages for Missed Rest Periods (Lab. Code § 226.7)
- 4) Failure to Reimburse Business Expenses (Lab. Code § 2802)
- 5) Failure to Provide Accurate Itemize Wage Statement (Lab. Code § 226)
- 6) Waiting Time Penalties (Lab. Code § 201, 202, 203, 204.
- 7) [Later Amended Complaint] Civil Penalty Under Private Attorney General Act (Labor Code §2698 et. seq.)

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1 Plaintiff Jorge A. Aguilar alleges as follows:

2
3 **INTRODUCTION**

4 1. This employment case is about a law firm and defendants who were joint
5 employers that violated labor law by: classifying plaintiff, who is a salesperson, as an exempt
6 employee; paying him a salary of \$3,000 per month, which is less than the law requires; failure
7 to pay him overtime and double-time; had plaintiff on standby and answering phone calls from
8 prospective clients 24 hours per day, 7 days per week; failure to provide statutory information on
9 paystubs; failure to provide paid sick leave; and issuing to plaintiff IRS Form W2 and 1099.

10 2. All allegations in this Complaint are based upon information and belief, except
11 for those allegations which pertain to the plaintiff named herein and his counsels. Each allegation
12 in this Complaint either has evidentiary support or is likely to have evidentiary support after a
13 reasonable opportunity for further investigation and discovery.

14 **VENUE**

15 3. This venue is proper because defendants operated their businesses in San Diego
16 County.

17 **PLAINTIFF**

18 4. Plaintiff Jorge A. Aguilar is a resident of San Diego County.

19
20 **DEFENDANTS**

21 5. Premier Criminal Defense is a California limited liability company, doing
22 business at 8880 Rio San Diego Drive, San Diego, CA 92108.

23 6. Thomas Slattery is an individual and a resident of San Diego County.

24 7. The Castle Consulting Firm is an Arizona limited liability company, doing
25 business at 8880 Rio San Diego Drive, San Diego, CA 92108. Upon information and belief,
26 Castle Consulting Firm is not registered with the California Secretary of State to do business in
27 California.

28 8. Christopher Castle is an individual and a resident of Maricopa County, Arizona.

1 Christopher Castle also has a residence in San Diego County.

2 9. Angela Castle is an individual and a resident of Maricopa County, Arizona. Upon
3 information and belief, Angela Castle also has a residence in San Diego County.

4 10. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
5 DOES 1-10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will
6 amend this Complaint to allege their true names and capacities when ascertained.

7 11. Plaintiff is informed and believes and based thereupon alleges that at all times
8 herein mentioned, each defendant herein was the agent of each other defendant and, in doing the
9 things alleged herein, was acting in the course and scope of such agency. Plaintiff further alleges
10 that each defendant knowingly and willfully conspired, agreed and combined to commit the acts
11 herein alleged and ratified, condoned and approved the actions of each other defendant.

12 **BACKGROUND**

13 **THE UNLAWFUL AND UNETHICAL BUSINESS MODEL AT DEFUNCT PACIFIC** 14 **LAW CENTER**

15 12. Defunct Pacific Law Center was a well-known law firm recognized throughout
16 San Diego County for its ubiquitous ads on television and radio that promised aggressive legal
17 representations to clients but overwhelmingly undelivered. The heavily advertised Pacific Law
18 Center was once San Diego's best-known law firm, but its most controversial. The firm had 19
19 attorneys and staff of 107 people in all. Pacific Law Center's directors, officers, and supervisors
20 included Christopher Castle and attorney Thomas Slattery, Esq.

21 13. Christopher Castle was the sales supervisor responsible for overseeing the
22 salespeople who were given euphemistic titles, i.e., Intake Coordinator, Legal Administrator,
23 who were instructed to extract as high an amount of attorney fees as the client will agree to bear.
24 The salespeople would greet the impecunious people who have been swayed by advertising. The
25 intake coordinators are often former car salesmen who con the clients, initially asking for a high
26 price and then coming down when meeting resistance. (San Diego Reader) "The law firm has a
27 D+ rating with the Better Business Bureau, generating 79 complaints in three years. That D+ is a
28

1 slight improvement on an earlier F rating. Since 2004, there have been more than 40 superior
2 court suits filed against the firm under both its names.” (San Diego Reader)

3 14. “When prominent defense attorney Kerry Steigerwalt took the helm at Pacific
4 Law Center in 2008, he vowed to clean up the firm, which had been dogged by complaints from
5 clients about poor legal work and accusations of unethical activity from lawyers who worked
6 there.... Steigerwalt said he knew intake clerks used a tactic known as a “glue practice,” taking a
7 customer’s driver’s license and holding onto it while pressuring the client to sign up. He also
8 said that lawyers who signed the retainer agreements when a clerk clinched a deal were told not
9 to discuss the facts of the case with the client.” ([https://www.sandiegouniontribune.com/sdut-](https://www.sandiegouniontribune.com/sdut-pacific-law-centers-troubles-continue-even-as-it-2010jul16-story.html)
10 [pacific-law-centers-troubles-continue-even-as-it-2010jul16-story.html](https://www.sandiegouniontribune.com/sdut-pacific-law-centers-troubles-continue-even-as-it-2010jul16-story.html)) Courthouse News
11 Service reported:

12
13 The Pacific Law Center “is an unlawful ‘front’ organization created by defendants
14 Larry Majors, Austin Majors, and Jeffrey Phillips to permit them to engage in and
15 profit from the unauthorized practice of law,” one of their former attorneys says in
16 Superior Court. Carl Hancock says the La Jolla-based defendants “routinely
17 commit malpractice in the handling of legal matters,” churn legal fees, “take legal
18 actions which are detrimental to the clients,” charge excessive and unearned fees,
19 and that Larry Majors is a felon whose conviction bars him from practicing law in
20 California, and who fled from Texas “when faced with prosecution for the
21 unauthorized practice of law.”

22
23 Hancock says he worked for the defendants from March 11, 2007 until Jan. 19,
24 2008, and that he was fired for repeatedly protesting their unethical and illegal
25 behavior.

26
27 He describes the PLC as a fraudulent conspiracy that defrauds clients to unjustly
28 enrich themselves, that the Majorses and Phillips, oversee the work of defendant

1 “front” attorneys Alan E. Spears, Thomas Slattery and Kerry Steigerwalt, and that
2 they fraudulently conveyed assets of the PLC to Steigerwalt, to duck liability.

3
4 Neither Larry Majors, Austin Majors or Jeffrey Phillips is an attorney, Hancock
5 says. Austin Majors is Larry Majors’ son, and Phillips is Larry Majors’ son in
6 law, he says.

7
8 The complaint continues: “Larry Majors suffered a felony conviction in the State
9 of Arizona, which precludes him from becoming eligible to practice law in the
10 State of California. Plaintiff is informed and believes that Larry Majors, while
11 residing in the State of Texas, engaged in schemes similar to those described
12 herein and fled the jurisdiction when faced with prosecution for the unlawful
13 practice of law.”

14
15 Hancock describes Spears as “one of the ‘front’ attorneys who permit the other
16 non-attorney Defendants to control the firm. Spears has actual knowledge of the
17 firm’s true ownership and control yet, in violation of the legal and ethical duties
18 imposed on him by his membership in the Bar, continues to permit the non-
19 attorney to make client decisions and profit from the unauthorized practice of
20 law.”

21
22 Hancock describes Slattery in similar or identical terms, and adds, “Defendant
23 Slattery boasts privately of having 18 State Bar complaints filed against him,
24 however, the firm has never disciplined Slattery for any complaint.”

25
26 He claims defendant Christopher Castle is not an attorney authorized to practice
27 in California, and that “Castle’s role in the conspiracy is to manage and supervise
28 the ‘Intake Coordinators,’ the firm’s legal salesmen, who are instructed to extract

1 as high an amount of attorney fees as the client will agree to bear. Castle's actions
2 are controlled, directly and indirectly, by Defendants Larry Majors, Austin
3 Majors, and Jeffery Phillips. The attorney 'front-men,' Spears and Slattery,
4 operate under specific instruction from Defendant Phillips to exert no control or
5 authority over Castle or the salesmen."

6
7 Hancock says defendant Michael Wilkes is not an attorney authorized to practice
8 law in California, and that "Wilkes' role in the conspiracy is to act as one of the
9 firm's salesmen. Clients have repeatedly complained that Wilkes holds himself
10 out to be an attorney and gives legal advice, yet the firm has never disciplined him
11 for such activities."

12
13 Hancock also says Steigerwalt is an attorney who "knew or reasonably should
14 have known of the unlawful and ethical activities undertaken by each of
15 Defendant (sic). Steigerwalt's role in the conspiracy consisted of entering into a
16 sham sales transaction for the purpose of protecting the assets of each other
17 Defendant in the event of liability under this complaint."

18
19 Hancock claims that Pacific Law Center "is controlled by the Defendants, and
20 each of them, for the purpose of avoiding California state laws prohibiting fraud,
21 theft, and the unauthorized practice of law." He claims they "routinely engage in
22 fraud in the solicitation and retention of prospective clients." He claims the "non-
23 attorney 'Intake Coordinators' ... routinely provide unauthorized legal advice and
24 use 'high-pressure' and 'scare' tactics to induce clients to retain the firm."

25
26 He claims, "The actions and tactics of the non-attorney 'Intake Coordinators' are
27 controlled, directly and indirectly, by Defendants Larry Majors, Austin Majors,
28 and Jeffrey Phillips, who employ unskilled attorneys to act as 'front-men' for the

1 firm. These ‘front’ attorneys have no authority to act on their own.” He claims
2 they “extract excessive and unconscionable fees and that clients are not informed
3 about the work to be undertaken until after their retention.” He claims that
4 “Although the firm publishes an in-house ‘fee schedule’ for the benefit of State
5 Bar investigators, the firms’ salesmen quote excessively inflates fees dictated only
6 by the client’s assent. ... In many cases, the salesmen obtain and hold the
7 prospective client’s driver’s license or identification card to prevent the client
8 from leaving the premises.”

9
10 He claims “that Defendants and their agents routinely make misrepresentations to
11 the State bar and other public and non-public entities for the purpose of hiding or
12 ‘covering-up’ Defendants’ illegal activities.”

13
14 Hancock claims that he witnessed this while he worked for the Pacific Law
15 Center, and that his bosses there “directed Plaintiff to perform frivolous and
16 unnecessary legal work for the purpose of obtaining unearned legal fees in
17 violation of the public policies prohibiting fraud and theft,” and that “as a result of
18 Defendants’ repeated demands to engage in activities in violation of public policy,
19 Plaintiff was constructively terminated from his employment.”

20
21 [https://www.courthousenews.com/attorney-calls-pacific-law-center-a-frontfor-](https://www.courthousenews.com/attorney-calls-pacific-law-center-a-frontfor-unauthorized-practice-of-law/)
22 [unauthorized-practice-of-law/](https://www.courthousenews.com/attorney-calls-pacific-law-center-a-frontfor-unauthorized-practice-of-law/)

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1 **STATEMENT OF FACTS**

2 **Defendants Are Joint Employers**

3 15. Under the IWC, an employer is one who, directly or indirectly, or through an
4 agent or any other person, engages, suffers, or permits any person to work, or exercises control
5 over the wages, hours, or working conditions of any person. (8 CCR §11140). Further,
6 Defendants are engaged in an integrated enterprise. Christopher Castle and Angela Castle control
7 all aspects of Castle Consulting Firm LLC and Premier Criminal Defense, including but not
8 limited to management, and exercising control over the wages, hours, and working conditions of
9 plaintiff Aguilar. Christopher Castle and Angela Castle are not attorneys authorized to practice
10 law in California, yet they control all aspect of Premier Criminal Defense LLC. Thomas Slattery
11 was hardly ever seen in the office. Thomas Slattery is the front attorney who permits the other
12 non-attorney Defendants to control Premier Criminal Defense. Thomas Slattery, in violation of
13 the legal and ethical duties imposed on him by his membership in the Bar, continues to permit
14 the non-attorney Defendants to make client decisions, control, and profit from the unauthorized
15 practice of law.

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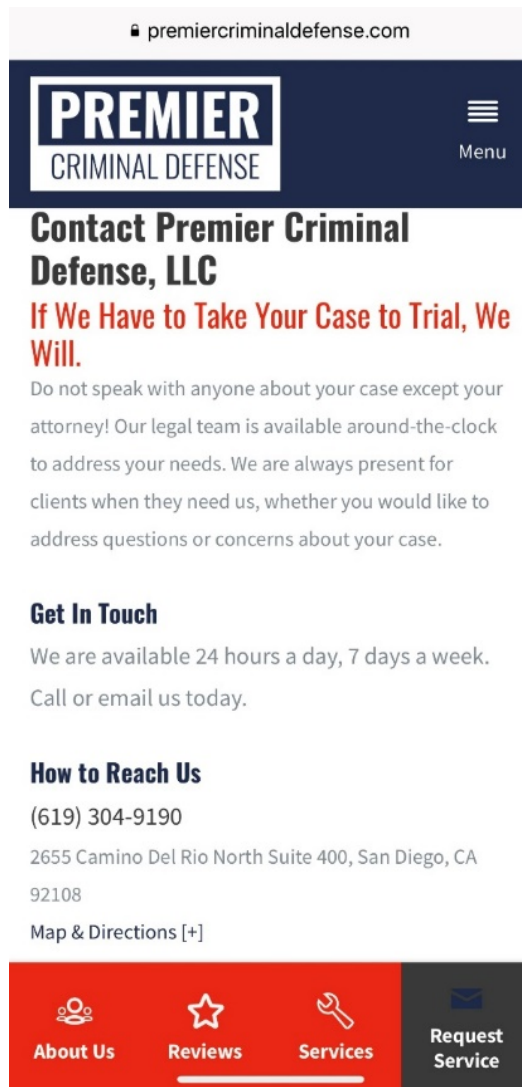
1 Christopher Castle made Mr. Aguilar, an employee of Premier Criminal Defense. Premier
2 Criminal Defense's employees, including Plaintiff Aguilar, received instructions directly from
3 Christopher Castle and Angela Castle ("The Castles").

4 19. Premier Criminal Defense and Castle Consulting jointly employed Aguilar; thus,
5 Aguilar's hours worked for all the joint employers during the workweek are aggregated and
6 considered as one employment, including for purposes of calculating whether overtime pay is
7 due. Additionally, when joint employment exists, all the joint employers are jointly and severally
8 liable for compliance with federal, state, and local laws. Premier Criminal Defense relies on
9 Castle Consulting Firm for all its prospective clients and clients. The joint employers have
10 overlapping officers, executive directors i.e., Angela Castle and Christopher Castle. The Castles,
11 Slattery, and Premier Criminal Defense shall control over the operation.

13 **Google Pay Per Click**

14 20. Premier Criminal Defense gets its clients mostly through Google Pay-Per-Click
15 ("PPC"). PPC is a model of internet marketing in which advertisers pay a fee each time one of
16 their ads is clicked. It allows advertisers to bid for ad placement in a search engine's sponsored
17 links when someone searches on a keyword that is related to their business offering, e.g., Google
18 search "Criminal Defense Lawyer. Essentially, it's a way of buying visits to Premier Criminal
19 Defense's website. Every time Premier Criminal Defense's ad is clicked, sending a visitor to their
20 website, Premier Criminal Defense pays Google a fee estimated of \$170 each time someone
21 clicks on Premier Criminal Defense's banner on Google; as a result, Christopher Castle has his
22 sales employees hyper-vigilant and in constant standby to accept calls from potential customers.

23 21. When the potential customer visits Premier Criminal Defense's website through
24 Google's PPC, the potential customer will see "Get in Touch, We are available 24 hours a day, 7
25 days a week. Call or email us today. How to reach us (619) 304-9190)."



22. When the prospective client – on their mobile phone - clicks on the phone number, the calls are routed to a service at Grasshopper.com. Then, Grasshopper forward all calls simultaneously to six mobile phones in possession of Defendants’ sales employees who are paid hourly and bonuses. These employees are:

- Alfonso Aguilar,
- Toby Lee,
- Carlos Degedoi,

- 1 - Josh Hall,
2 - Dean Turnbow,
3 - Anna [Last name unknown], and
4 - Nathan Kingston.
5 (Collectively, "Sales Staff")
6

7 **Plaintiff Aguilar On Call 24 Hours Per Day, 7 Days Per Week**

8 23. Mr. Aguilar's job duties were to:

- 9 • Be on standby 24 hours per day, 7 days per week to accept calls from
10 prospective clients.
11 • Schedule meetings with potential clients.
12 • Meet with prospective clients.
13 • Sell professional services contracts to prospective clients.

14 The Sales Staff were on constant standby to receive calls 24 hours a day, 7 days a week. The
15 Sales Staff was under pressure to answer the phones; the phones needed to stay on all the time.
16 When any of the sales staff did not receive a potential customer's call, Christopher would send a
17 text message to all the sales staff and berate them e.g.

- 18 - I don't know what the hell is going on with everyone but, EVERYONE (sic) needs to
19 get their shit straight and get serious about their job.
20 - Why the fuck am I paying you guys?
21 - Someone better call that number back right away!

22 24. Under California Rule of Professional Conduct, Rule 1-320, neither a lawyer nor
23 a law firm shall share legal fees with a person who is not a lawyer. In violation of Rule 1-320,
24 each employee's bonus, including plaintiff Aguilar's, is tied to the number of phone calls they
25 accept and schedule meetings with on the same day. When a prospective client becomes a client
26 of Premier Criminal Defense, Mr. Aguilar also gets a bonus.

27
28 ///.

1 **The Hard Sell Paybook**

2 25. The prospective clients nearly always signed the retainer contract the same day
3 they visit Premier Criminal Defense' office, and without talking with an attorney. Defendants
4 demanded that Plaintiff Aguilar walk prospective clients through a hard sell. A hard sell is a
5 sales approach that features unusually direct and insistent language. A hard sell is designed to get
6 a consumer to purchase a service in the short-term, rather than evaluate his or her options and
7 potentially decide to wait on the purchase. It is a high-pressure, aggressive technique. The hard
8 selling is characterized by various methods that provoke the consumer, flatter them, playoff their
9 fear, and attempt to convince them that buying legal service will be a smart decision that will
10 improve their lives.

11 26. The following is the Premier Criminal Defense and Christopher Castle's step-by-
12 step playbook for Mr. Aguilar:

13 Step 1: Never tell prospective clients how much the service cost is upfront.

14
15 Step 2: First time meeting with a prospective client in the room, ask the prospective
16 clients to explain what happened. It is always important to appear and sound sympathetic.

17
18 Step 3: Tell the prospective clients, "I am going to step out to run everything by a
19 supervising lawyer to help you today." In reality, Mr. Aguilar has to step out and report
20 to Christopher Castle. Mr. Castle then gives Mr. Aguilar instruction on what to say next.

21
22 Step 4: Mr. Aguilar enters a room to meet the prospective clients and do a scare pitch:

- 23 - "We're here to help you."
24 - "Do you understand the penalty for the crime?"
25 - "The penalty of [e.g., robbery] is XX years of prison time."
26 - "We will fight for you through trial."
27 - "We're the best in the business."
28 - "We will fight for you."

- “If I can make it affordable for you today, are you ready to move forward today?”
 - “I have to qualify you to retain the firm, do you have a credit or debit card?”
 - “Can I borrow the card to show accounting that you can retain the firm?”
- There was no “qualifying”; the purposes of securing a credit card or debit card from the prospective client was to prevent a prospective client from leaving the office without signing a contract and paying money.
- Christopher Castle refers to this tactic “get the glue.”

Step 5: Mr. Aguilar is to leave the room with the prospective client behind and report to Christopher Castle. Mr. Aguilar was to show Mr. Castle the credit card and say whether the prospective client is ready to move forward to retain to the law firm. Mr. Castle will then instruct Mr. Aguilar to inform prospective clients with an arbitrary and inflated flat fee. Usually, the proposed flat fee will be discounted – similar to selling a car – to an amount the prospective client will agree.

Step 6: Go back to meet with the prospective client; tell them the legal fee; if the prospective client does not agree, high-pressure sales, and scare tactics include:

- Guilt trip
- Scare tactics, e.g., “You’re going to jail.”
- Do you understand the penalties?
- If you hire us, we will fight for you.
- We are not a plea out law firm; everyone is going to plea you out. We will fight for you like we’re going to trial. We can get you better than the minimum sentencing.
- Our job is to fight your case and prepare to go to trial; therefore, we get the best deal possible. If we don’t get the best deal possible, we will go to

1 trial.

- 2 - If we can make it affordable today, and the rest on payments, can we sign
3 you up today?

4 27. During Mr. Aguilar's employment at Premier Criminal Defense, nearly all the
5 retainer agreements – contract for legal services – were unlawfully signed by the clients without
6 ever speaking with an attorney.

7
8 **Violation of Ethics and Business & Professions Code**

9 28. Business and Professions Code §6148 also requires that attorneys disclose the
10 nature of legal services that will be provided, as well as the responsibilities of both parties to
11 perform the contract. (Bus. & Prof. Code, Sec. 6148, subd. (a)(2), (3). Here, during Mr. Aguilar's
12 employment at Premier Criminal Defense, nearly all the retainer agreements – contract for legal
13 services – were signed by the clients without ever speaking with an attorney.

14
15 **Premier Criminal Defense and Christopher Castle Pays**

16 **Former Clients to Remove Critical Google Reviews and Yelp Reviews.**

17 29. Defendants extract excessive and unconscionable fees and clients are not
18 informed about the work to be undertaken. The law firm has only two attorneys handling an
19 estimated 200 clients' cases at any given time; one young attorney recently received her law
20 license. The two lawyers handling approximately 200 clients hardly had time to contact the new
21 clients. The clients would contact Mr. Aguilar to complain. Often, the former clients would give
22 poor Google reviews. Only then would Christopher Castle contact the former clients and pay
23 money in exchange for the former clients to remove the critical Google reviews.

24
25 **Fraudulently Transfers and Unlawful Sharing of Fees**

26 30. The Castles fraudulently conveyed assets of Premier Criminal Defense to duck
27 liability. For example, when new clients pay with cash, the Castles refused Mr. Aguilar's plea to
28 deposit the cash in the bank. Instead, the Castles instructed Mr. Aguilar to hold onto the cash

1 until Christopher Castle comes to San Diego; that is when Mr. Aguilar is to deliver the money to
2 Christopher Castle. The monthly cash was estimated from \$10,000 to \$20,000. Occasionally
3 Christopher Castle instructed Mr. Aguilar to take a photo using an iPhone and send it to Castle to
4 show that the money is still there. The following is a photo of the \$100 bills with several \$50s
5 that Mr. Aguilar had to hide until Castle came to San Diego:



Alter Ego

31. The individual defendants Christopher Castle, Angela Castle, and Thomas Slattery are alter egos of the entities they manage, own, and control, i.e., Premier Criminal Defense and Castle Consulting Firm. There is an existence of an obligation owed to Plaintiff Aguilar by Premier Criminal Defense and Castle Consulting Firm.

32. There is a unity of interest between Thomas Slattery, Christopher Castle, Angela Castle, and the entities Premier Criminal Defense and Castle Consulting Firm. Thomas Slattery has a beneficial interest as the owner of Premier Criminal Defense; additionally, upon

1 information and belief, Christopher Castle has a beneficial interest as the owner of Premier
2 Criminal Defense. Angela Castle and Christopher Castle have a beneficial interest as owners of
3 Castle Consulting Firm LLC.

4 33. Premier Criminal Defense LLC is a San Diego law firm that is an unlawful front
5 organization created by defendants Christopher Castle, Angela Castle, and attorney Thomas
6 Slattery to permit the Castles to engage in and profit from the unauthorized practice of
7 law. Premier Criminal Defense LLC was launched by two former Pacific Law Center directors
8 and operative: Thomas Slattery and Christopher Castle. The principal of Premier Criminal
9 Defense is Thomas Slattery. Christopher Castle and Angela Castle oversee the work of the front
10 attorney Thomas Slattery. Premier Criminal Defense is operated and controlled entirely by
11 Christopher Castle and his wife, Angela Castle. Upon information and belief, the unity of interest
12 includes:

- 13 • Commingling of funds.
- 14 • Diversion of funds or assets e.g., cash paid by new clients to Premier Criminal
15 Defense was given to Christopher Castle and not deposited into the bank.
- 16 • Disregard of corporate formalities.
- 17 • Officers and directors of one entity are the same as in controlled corporation i.e.,
18 Christopher Castle and Angela Castles control Premier Criminal Defense.
- 19 • Use of the same office or business location i.e., 8880 Rio San Diego Drive, San
20 Diego, CA 92108.
- 21 • Employment of the same employees.
- 22 • Total absence of corporate assets.
- 23 • Undercapitalization.
- 24 • Instrumentality or conduit for a single venture of another corporation.
- 25 • Concealment or misrepresentation of the responsible ownership, management,
26 and financial interests.
- 27 • Failure to maintain arm's length relationships among related equities.
- 28 • The use of the corporate identity to procure labor, services, or merchandise for

another entity.

- The Diversion of assets from a corporation by or to a stockholder or other person or entity to the detriment of creditors.
- The use of the corporation as a ploy for illegal transactions.

An inequitable result will occur if the Court recognizes the corporate form over the substance and nature of the injury.

FIRST OF CAUSE ACTION

For Failure to Pay Minimum Wage, Overtime, and Double-Time

Labor Code §§ 510, 1194, 1194.2 and 1197

Against all Defendants

34. All preceding paragraphs are incorporated hereunder.

35. Cal. Lab. Code § 510 provides, “Eight 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 over 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Also, any work over 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.”

36. Labor Code section 1194 entitles an employee receiving less than the minimum wage to recover, in a civil action, the unpaid balance of minimum wages owed, plus interest thereon, reasonable attorneys’ fees, and costs of suit.

37. Labor Code section 1194.2 entitles an employee receiving less than the minimum wage to recover liquidated damages in an amount equal to the unpaid minimum wages and interests thereon.

38. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage, as established by the Industrial Welfare Commission, for each hour worked.

39. Labor Code §1198 states, “The maximum hours of work and the standard

1 conditions of labor fixed by the commission shall be the maximum hours of work and the
2 standard conditions of labor for employees. The employment of any employee for longer hours
3 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

4 40. In California and San Diego County, the minimum wage for Employers with
5 twenty-five employees or less was:

	California	San Diego County
6 2017	\$10.00 per hour	\$11.50 per hour
7 2018	\$10.50 per hour	\$11.50 per hour
8 2019	\$11.00 per hour	\$12.00 per hour

10
11 (Labor Code section 1182.12; San Diego Municipal Code (SDMC) Chapter 3, Article 9, Division
12 1) Exempt employees “must also earn a monthly salary equivalent to no less than two (2) times
13 the state minimum wage for full-time employment. Full-time employment is defined in Labor
14 Code Section 515(c) as 40 hours per week.” (8 CCR 11010 sections 1(A)(1)(f) and 1(A)(2)(g).

15 41. Labor Code section 218.5 states, “In any action brought for the nonpayment of
16 wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award
17 reasonable attorney’s fees and costs to the prevailing party if any party to the action requests
18 attorney’s fees and costs upon the initiation of the action.” Here, Defendants paid Plaintiff
19 Aguilar \$3,000.00 per month salary. Plaintiff Aguilar’s regular hours were 9 AM to 5 PM. Also,
20 Plaintiff Aguilar frequently worked overtime by staying past 5 PM. Further, even after departing
21 from the office, Plaintiff was required to be on standby, on-call, and accept from phone calls
22 from prospective clients during all days and hours, including evenings and weekends. As a result
23 of Defendants’ improper pay policy and practice, as described herein, Defendants failed to pay
24 Plaintiff minimum wage, overtime, and double-time.

25 42. The Defendants’ failure to pay the minimum wage for each hour worked, as
26 described herein, was done willfully. Additionally, as a result of Defendants’ failure to pay and
27 misclassified the Plaintiff as exempt for all hours worked, the Plaintiff was not timely paid all
28 earned wages as required by Labor Code section 204. Based on Defendants’ conduct, as alleged

1 herein, the Defendants, and Does 1 through 5, are liable to the plaintiff, for unpaid minimum-
2 wage compensation pursuant to California Labor Code sections 1194 and 1197, and Wage Order
3 9-2001, liquidated damages in an amount equal to the unpaid wages owed, plus interest, pursuant
4 to California Labor Code section 1194.2, and attorneys' fees and costs of suit, pursuant to
5 California Labor Code section 1194 and 1194.2.

6
7 **SECOND CAUSE OF ACTION**

8 Failure to Pay Wages for Missed Meal Periods
9 Against all Defendants.
(Labor Code §§ 226.7, 512)

10 43. All preceding paragraphs are incorporated hereunder.

11 44. Defendants have maintained a policy and practice whereby Plaintiff, was
12 misclassified as an exempt employee. As such, Defendants have systematically failed and
13 refused to provide Plaintiff, with an uninterrupted, off-duty meal break of at least 30 consecutive
14 minutes in duration for all shifts over 5 hours, as guaranteed to him as an employee under
15 California Labor Code sections 226.7 and 512, and Wage Order 9-2001.

16 45. Wage Order 9-2001, paragraph 11, requires an employer to pay an employee an
17 additional hour of compensation for every shift that a mandated meal period is not provided for.
18 California Labor Code section 226.7, subdivision (b), requires an employer to pay an employee
19 an additional hour of compensation for every shift that a meal period is not provided.

20 46. At all relevant times herein, Defendants have failed and refused to provide
21 Plaintiff Aguilar with the additional compensation for missed meal periods required by
22 California Labor Code section 226.7 and Wage Order 9-2001.

23 47. Based on Defendants' conduct, as alleged herein, Defendants are liable to
24 Plaintiff Aguilar for unpaid premium wages for missed meal periods, under California Labor
25 Code section 226.7 and Wage Order 9-2001.

26 ///.

27
28 ///

1
2 **THIRD CAUSE OF ACTION**

3 Failure to Pay Wages for Missed Rest Periods

4 Against all Defendants.

5 (Labor Code §§ 226.7, 512)

6 48. All preceding paragraphs are incorporated hereunder.

7 49. As alleged herein, Defendants have maintained a policy and/or practice whereby
8 the Plaintiff was misclassified as an exempt employee. As such, Defendants have systematically
9 failed and/or refused to authorize or permit Plaintiff to take an uninterrupted 10-minute rest
10 break for every 4 hours worked or major fraction thereof, as guaranteed to him as an employee
11 under California Labor Code section 226.7 and Wage Order 9-2001.

12 50. Wage Order 9-2001, paragraph 12, requires an employer to pay an employee an
13 additional hour of compensation for every shift in which said employee was not authorized or
14 permitted to take a mandated rest period. California Labor Code section 226.7, subdivision (b),
15 likewise requires an employer to pay an employee an additional hour of compensation for every
16 shift that a rest period mandated by the California Wage Orders is not provided for.

17 51. At all relevant times herein, Defendants have failed and/or refused to provide the
18 Plaintiff with the additional compensation for missed rest periods required by California Labor
19 Code section 226.7 and Wage Order 9-2001.

20 52. Based on Defendants' conduct, as alleged herein, Defendants are liable to the
21 Plaintiff for unpaid premium wages for missed rest periods, pursuant to California Labor Code
22 section 226.7 and Wage Order 9-2001.

23 **FOURTH CAUSE OF ACTION**

24 Failure to Provide Accurate Itemized Statement

25 Against all Defendants.

26 (Labor Code § 226)

27 53. All preceding paragraphs are incorporated hereunder though set forth fully herein.

28 54. Section 226(a) of the California Labor Code requires Defendants to itemize in
wage statements all deductions made from wages earned by Plaintiff and to report total hours

1 worked accurately, and wages earned, by such employees. Defendants have knowingly and
2 intentionally failed to comply with Labor Code section 226(a) on every wage statement that
3 should have been provided to the Plaintiff. By failing to keep adequate records, as required by
4 Labor Code section 226, Defendants have injured the Plaintiff and made it confusing and
5 difficult to calculate the unpaid wages earned that is due to the Plaintiff.

6 55. Here, for example, defendants violated Labor Code § 226, in that defendants
7 failed to accurately and adequately itemize:

8 (1) gross wages earned,

9 (2) total hours worked by the employee,

10 (3) [Intentionally omitted]

11 (4) all deductions,

12 (5) net wages earned,

13 (6) [Intentionally omitted]

14 (7) [Intentionally omitted]

15 (8) [Intentionally omitted]

16 (9) all applicable hourly rates in effect during the pay period and the corresponding
17 number of hours worked at each hourly rate by the employee.” Defendants paid Plaintiff weekly.
18 The paystub does not show all off the Plaintiff’s compensation, which included cash “bonus.”
19 Moreover, at the year of the fiscal year, Plaintiff receives from Premier Criminal Defense a W2
20 and IRS Form 1099 for independent contractors.

21 56. Defendants knowingly and intentionally failed to comply with Labor Code § 226,
22 causing damages to the Plaintiff. These damages include, but are not limited to, unpaid wages for
23 hours worked, the costs expended calculating the true hours worked and the amount of
24 employment taxes which were not properly paid to state and federal tax authorities, plus
25 reasonable attorney’s fees and costs under Labor Code § 226(g). Under subsection (e)(1), “An
26 employee suffering injury as a result of a knowing and intentional failure by an employer to
27 comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars
28 (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per

1 employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of
2 four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
3 fees."

4 57. Under Labor Code §226.3, "Any employer who violates subdivision (a) of
5 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
6 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
7 for each violation in a subsequent citation, for which the employer fails to provide the employee
8 with a wage deduction statement or fails to keep the records required in subdivision (a) of
9 Section 226. The civil penalties provided for in this section are in addition to any other penalty
10 provided by law.

11 58. Plaintiff seeks to recover the statutory penalties provided by Labor Code section
12 226(e) for the wage statement violations committed by Defendants.

13
14 **FIFTH CAUSE OF ACTION**

15 Waiting Time Penalties

16 Against all Defendants.

17 Labor Code §§ 201, 202, 203, 204.

18 59. All preceding paragraphs are incorporated hereunder.

19 60. Sections 201 and 202 of the California Labor Code require employers to pay all
20 wages owed to an employee after employment promptly.

21 61. California Labor Code section 201(a) provides, in pertinent part, as follows: (a) If
22 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
23 due and payable immediately.

24 62. California Labor Code section 202(a) then provides, in pertinent part, as follows:
25 (a) If an employee not having a written contract for a definite period quits his or her
26 employment, his or her wages shall become due and payable not later than 72 hours thereafter,
27 unless the employee has given 72 hours previous notice of his or her intention to quit, in which
28 case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-hour notice shall be

1 entitled to receive payment by mail if he or she so requests and designates a mailing address. The
2 date of the mailing shall constitute the date of payment for purposes of the requirement to
3 provide payment within 72 hours of the notice of quitting.”

4 63. California Labor Code section 203 states: (a) If an employer willfully fails to pay,
5 without abatement or reduction, under Sections 201, 201.3, 201.5, 202, and 205.5, any wages of
6 an employee who is discharged or who quits, shall continue as a penalty from the due date
7 thereof at the same rate until paid or until an action therefor is commenced; but the wages shall
8 not continue for more than 30 days. An employee who secretes or absents himself or herself to
9 avoid payment to him or her, or who refuses to receive the payment when fully tendered to him
10 or her, including any penalty then accrued under this section, is not entitled to any benefit under
11 this section for the time during which he or she so avoids payment.

12 64. Cal. Lab. Code § 204 requires employers to pay employees for all hours worked
13 as follows: “all wages... ..earned by any person in any employment are due and payable twice
14 during each calendar month, on days designated in advance by the employer as the regular
15 paydays.” Here, Plaintiff Aguilar received \$3,000 per month salary. This was done in an illegal
16 attempt to avoid payment of earned wages, overtime compensation, and other benefits in
17 violation of the Cal. Lab. Code and Industrial Welfare Commission requirements. Plaintiff
18 Alfonso Aguilar worked for the defendants from October 12, 2017, until May 6, 2018. Plaintiff
19 Aguilar worked full time and overtime daily. More importantly, Plaintiff Aguilar worked full
20 time, overtime daily, and was on standby on the weekends to answer phone calls from
21 prospective clients. Plaintiff Aguilar did accept and answer calls from potential clients during
22 through the night and weekends. Defendant failed to pay plaintiff Aguilar for all hours worked,
23 and further failed to pay overtime, and double-time wages for hours worked in excess of eight
24 hours, forty hours in a workweek, and seven days per week.

25 65. Plaintiff Aguilar requests recovery of wages due and applicable overtime
26 compensation according to proof, interest, attorney’s fees, and cost under Cal. Lab. Code § 218.5
27 and § 1194(a), as well as the assessment of any statutory penalties against defendants, in a sum
28 as provided by the Cal. Lab. Code and other statutes. Further, plaintiff Aguilar is entitled to seek

1 and recover reasonable attorneys' fees and costs under Cal. Lab. Code §§ 218.5 and 1194.

2
3 **SIXTH CAUSE OF ACTION**

4 Unfair Competition

5 (Business & Professions Code §17200 et seq.)

6 (By Plaintiff and against All Defendants)

7 66. All the preceding paragraphs are incorporated here.

8 67. Cal. Bus. & Prof. Code § 17200 defines unfair competition as any unlawful,
9 unfair, or fraudulent business act or practice. Section 17200 applies to violations of labor laws
10 and in the employment context. Defendants' conduct described herein are unfair, unlawful, and
11 fraudulent. By and through their unfair, unlawful, and fraudulent business practices, defendants
12 have obtained valuable property, money, and services from plaintiff and have deprived the
13 plaintiff of valuable rights and benefits guaranteed by law, all to their detriment and to the
14 benefit of defendants so as to allow defendants to unfairly compete against competitors who
15 comply with the law. Plaintiff is entitled to, and do, seek such relief as may be necessary to
16 restore to them the money which defendants have acquired.

17 **SEVENTH CAUSE OF ACTION**

18 Intentional Infliction of Emotional Distress

19 (By Plaintiff and against All Defendants)

20 68. All the preceding paragraphs are incorporated here.

21 69. Plaintiff Aguilar claims that defendants' conduct caused him to suffer severe
22 emotional distress. Defendants are plaintiff's employer and therefore owe the plaintiff a duty of
23 care. Defendants breached their duty by their conduct stated herein, e.g., requiring plaintiff
24 Aguilar to be on call 24 hours per day, 7 days per week; constant profanity, belittlement, and
25 bullying. Plaintiff Aguilar suffered severe emotional distress. That the defendants' wrongful
26 conduct was a substantial factor in causing the plaintiff's emotional severe distress. The
27 defendants engaged in the conduct with malice oppression. Plaintiff seeks compensatory
28 damages and punitive damages.

EIGHTH CAUSE OF ACTION

Wrongful Discharge

(By Plaintiff and against All Defendants)

70. All the preceding paragraphs are incorporated here.

71. Plaintiff Aguilar claims he was discharged from employment for reasons that violate public policy. It is a violation of public policy to discharge someone from employment for refusing to engage in unethical business practices e.g., lying to prospective clients that Premier Criminal Defense needs to qualify the potential client by taking a credit/debit card to prevent the client from leaving the office (“Get the Glue”); engaging in scare tactics and telling prospective clients that they are going to jail; lying to the potential clients that Premier Criminal Defense will fight hard for the clients when in fact the two lawyers hardly ever call the clients, continue the hearings, and always settle the cases.

72. That plaintiff Aguilar was employed by defendants. That defendants discharged plaintiff Aguilar. That plaintiff Aguilar’s refusal to engage in getting the Glue, and other scare tactics was a substantial motivating reason for plaintiff Aguilar’s discharge. The discharge caused plaintiff Aguilar harm.

NINTH CAUSE OF ACTION (LATER AMENDED COMPLAINT)

Private Attorneys General Act Under Cal. Labor Code § 2698 et. seq.

Against All Defendants.

73. All preceding paragraphs and allegations are incorporated by reference as though fully stated herein.

74. August 9, 2019, Plaintiff, by his counsel, gave a filed online notice to the Labor and Workforce Development Agency and the Defendants of the specific provisions of this code alleged to have been violated as required by Labor Code §2699.3. The notice to Defendants and the LWDA gave notice of the Plaintiff’s intent to prosecute a private enforcement action to assess and recover civil penalties under PAGA in the event the LWDA, following review, declines to investigate the asserted violations of the California Labor Code and Wage Order 9-2001. Plaintiff prosecutes this PAGA cause of action against Defendants, under California Labor Code section 2699.3, subdivision (a)(2)(A).

75. As a result of the acts alleged herein, Plaintiff, as an aggrieved employee within

1 the meaning of Labor Code section 2699, subdivision (c), seek the recovery of civil penalties
2 against Defendants, pursuant to California Labor Code sections 2698 *et seq.*, for the following
3 knowing and intentional violations of the California Labor Code:

- 4
- 5 a. Failure to comply with Labor Code §248.5, paid sick leave.
- 6 b. For willfully misclassifying Plaintiff and possibly other former and past
7 employees similarly situated as exempt employees, and engaging in a pattern or
8 practice of committing said unlawful acts;
- 9 c. For willfully denying the Plaintiff and possibly other former and past employees
10 similarly situated minimum wage, overtime pay, and double-time pay;
- 11 d. For willfully denying the Plaintiff and possibly other former and past employees
12 similarly situated rest periods and meal periods.
- 13 e. For willfully failing to pay the Plaintiff, and possibly other former and past
14 employees similarly situated, the additional hour of compensation earned for
15 every shift that a mandated meal period was denied, in violation of Labor Code
16 section 226.7(b) and paragraph 11 of Wage Order 9-2001
- 17 f. For failing to pay wages promptly following termination of employment, or when
18 due and payable, in violation of Labor Code sections 201, 202 and 204; and
- 19 g. For failing to maintain for and provide to Plaintiff and possibly other former and
20 present employees similar situated accurate, itemized wage statements required by
21 Labor Code section 226.
- 22

23 76. The above-referenced civil penalties shall include the recovery of amounts
24 specified in the applicable sections of the Labor Code, and if not explicitly provided, those under
25 section 2699(f), and shall include those amounts sufficient to recover underpaid wages, including
26 all necessary expenditures or losses incurred by Plaintiff and other misclassified truck drivers,
27 pursuant to Labor Code sections 210, 248.5, 225.5, 226.3, 226.8, 558(a), 1197.1(a), 2802, and
28 2699, subdivisions (a) and (f).

1 77. Plaintiff reserves their right to allege any additional and all other violations of the
2 Labor Code and the Wage Order as may be disclosed in discovery and as a result of further
3 investigation that may be pursued in this action.

4 78. The individual defendants – the owners - are responsible for the violations of law
5 described herein, in that they decided, planned, caused, assisted, participated in, allowed and
6 ratified the unlawful acts as alleged herein. The individual defendants knew that the Plaintiff and
7 other similarly situated former and present employees should be regarded as non-exempt
8 employees, but chose to misclassify as exempt employees, to maximize profits willfully.

9 79. Consequently, the individual defendants are personally liable, pursuant to PAGA,
10 for civil penalties arising: (a) under Labor Code section 226.8, which makes it unlawful for “any
11 person or employer to engage” in “willful misclassification of an individual as an independent
12 contractor”; (b) under Labor Code section 1197.1, which holds liable “any employer or other
13 person acting either individually or as an officer, agent or employee” who pays or causes to be
14 paid to any employee a wage less than the minimum wage; (c) under Labor Code section 558,
15 which holds liable any “person acting on behalf of an employer who violates, or causes to be
16 violated,” *inter alia*, Labor Code section 512, and/or “any provision regulating hours and days of
17 work in any order of the Industrial Welfare Commission”; (d) under Labor Code section 210(a),
18 which holds liable “every person who fails to pay the wages of each employee as provided”
19 within the time limits set under Labor Code section 204; and (e) under Labor Code section 225.5,
20 which holds liable “every person who unlawfully withholds wages due to any employee in
21 violation of”, *inter alia*, Labor Code section 221.

22 80. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect their interests and those of Defendants’ other former and current employees and to assess
24 and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees
25 and costs, which they are entitled to recover under Labor Code section 2699.

26 81. The policies, acts, and practices described were and are an unlawful business act
27 or practice because of Defendants’ failure to pay wages, and failure to provide accurate wage
28 statements and maintain accurate time records to its employees and the defendants’ employees

1 give rise to statutory penalties as a result of such conduct, including but not limited to penalties
2 as provided by Labor Code. Plaintiff Aguilar, as similar situated aggrieved employees, seeks
3 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
4 on behalf of himself and other current and former employees of Premier Criminal Defense Castle
5 Consulting Firm, Christopher Castle, Angela Castle, and Thomas Slattery.

6
7 **PRAYER**
8

9 Plaintiff's pray for judgement against Defendants, and each of them, as follows:

- 10 a. General and compensatory damages;
11 b. Punitive damages;
12 c. Unpaid wages and compensation, and statutory penalties, according to proof;
13 d. Restitution of all compensation due, including but not limited to wages and
14 benefits, as a result of Defendants' unlawful and unfair business practices,
15 according to proof;
16 e. Liquidated damages pursuant to Labor Code §1194.2 for defendants' violation of
17 the minimum wage provisions of Labor Code §1197 and IWC Wage Order 9-
18 2001, according to proof.
19 f. Reasonable attorney's fees and costs pursuant to, inter alia, Labor Code §§ 201,
20 201.4 218.5, 226, 248.5, 1194, 2699, 2802, 2698 et. seq. and CCP §1021.5;
21 g. Interest accrued on damages and penalties, including prejudgment interest,
22 pursuant to, inter alia, Labor Code §§ 218.6, 1194, 1194.2, and Civil Code §§
23 3287 and 3288.

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26 ///.

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28 ///.

- 1 h. Civil Penalties under Labor Code §§ 210, 225.5, 226.3, 226.8, 558, 1197.1, 2802,
2 2699, subdivisions (a) and (f), for defendants' violations of Labor Code and IWC
3 Wage Order 9-2001, according to proof; and
4 i. Such other and further relief as the Court deems just and proper.
5

6
7 Dated: August 9, 2019

Respectfully submitted,
NAKASE LAW FIRM, INC.

8
9
10 By: 

11 Brad Nakase, Esq., Attorney for
12 Plaintiff Jorge A. Aguilar
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