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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/31/2025 10:47 AM
By: Kaliska Monticue-Castro, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

FRANCISCO AGUILAR, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

FULL CIRCLE ELECTRONICS CA, LLC, a
Delaware limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2505915

*[Assigned for all purposes to Hon. David E
Driscoll, Dept. S22-SBJC]*

**FIRST AMENDED INDIVIDUAL AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest breaks (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

Action Filed: February 27, 2025

1 Plaintiff Francisco Aguilar ("Plaintiff"), on information and belief, alleges as follows:

2 **INTRODUCTION & PRELIMINARY STATEMENT**

3 1. Plaintiff brings this action against Defendants Full Circle Electronics CA LLC, and
4 DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor
5 Code violations and unfair business practices stemming from Defendants' failure to pay for all
6 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
7 failure to authorize and permit rest breaks, failure to furnish accurate wage statements, and failure
8 to indemnify employees for expenditures.

9 2. Plaintiff brings the First through Eighth Causes of Action individually.

10 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
11 California Private Attorneys General Act ("PAGA") to recover civil penalties that are owed to
12 Plaintiffs, the State of California, and past and present non-exempt employees by Defendants in
13 the State of California during the statute of limitations period for his PAGA claim (hereinafter
14 referred to as the "Aggrieved Employees").

15 4. Defendants own/owned and operate/operated an industry, business, and
16 establishment within the State of California, including San Bernadino County. As such and based
17 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
18 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
19 ("IWC"), and the California Business & Professions Code.

20 5. Despite these requirements, throughout the statutory period, Defendants have, at
21 times:

22 (a) Failed to pay some, but not necessarily all employees for all hours worked,
23 including all minimum, straight time, and overtime wages in compliance
24 with the California Labor Code and IWC Wage Orders;

25 (b) Failed to provide some, but not necessarily all employees with timely and
26 duty-free meal periods in compliance with the California Labor Code and
27 IWC Wage Orders, failed to maintain accurate records of all meal periods
28 taken or missed, and failed to pay an additional hour's pay for each workday

1 a meal period violation occurred;

2 (c) Failed to authorize and permit some, but not necessarily all employees to
3 take timely and duty-free rest breaks in compliance with the California Labor
4 Code and IWC Wage Orders, and failed to pay an additional hour's pay for
5 each workday a rest break violation occurred;

6 (d) Willfully failed to pay some, but not necessarily all employees all minimum
7 wage, straight time wages, overtime wages, meal period premium wages,
8 and rest break premium wages due within the time period specified by
9 California law when employment terminates;

10 (e) Failed to provide some, but not necessarily all employees with accurate,
11 itemized wage statements containing all the information required by the
12 California Labor Code and IWC Wage Orders; and

13 (f) Failed to indemnify some, but not necessarily all employees for expenditures
14 incurred in direct discharge of duties of employment.

15 6. On information and belief, Defendants were on actual and constructive notice of the
16 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
17 Defendants' violations, as alleged above, during all relevant times herein were willful and
18 deliberate.

19 7. At all relevant times, Defendants were and are legally responsible for all of the
20 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
21 paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are
22 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
23 "respondeat superior."

24 **THE PARTIES**

25 **A. Plaintiff**

26 8. Plaintiff Francisco Aguilar is a resident of Hemet, California who worked for
27 Defendants in Ontario, California.

28 9. Plaintiff reserves the right to seek leave to amend this complaint to add new

1 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
2 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

3 **B. Defendants**

4 10. Plaintiff is informed and believes, and based upon that information and belief
5 alleges, that Defendant Full Circle Electronics CA LLC is, and at all times herein mentioned, was:

6 (a) A business entity conducting business in numerous counties throughout the
7 State of California, including San Bernardino County; and,

8 (b) The former employer of Plaintiff, and the current and/or former employer of
9 the putative Aggrieved Employees because Defendant Full Circle
10 Electronics CA LLC suffered and permitted Plaintiff and the Aggrieved
11 Employees to work; and/or exercised control over their wages, hours, or
12 working conditions; and/or engaged Plaintiff and the Aggrieved Employees,
13 thereby creating a common law employment relationship.

14 11. Plaintiff does not know the true names or capacities of the persons or entities sued
15 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
16 of the Doe Defendants was in some manner legally responsible for the damages suffered by
17 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
18 set forth the true names and capacities of these Defendants when they have been ascertained,
19 together with appropriate charging allegations, as may be necessary.

20 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
21 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
22 injured Plaintiff and a significant number of the Aggrieved Employees in the State of California.

23 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
24 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
25 other employees described in the Aggrieved Employees definitions below, and exercised control
26 over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon
27 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
28 joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,

1 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was
2 engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such
3 other relationships to some or all of the other Defendants so as to be liable for their conduct with
4 respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that
5 each Defendant acted pursuant to and within the scope of the relationships alleged above, that each
6 Defendant knew or should have known about, and authorized, ratified, adopted, approved,
7 controlled, aided, and abetted the conduct of all other Defendants.

8 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 14. Plaintiff Francisco Aguilar worked for Defendants in San Bernardino County,
10 California as an hourly-paid, non-exempt employee from approximately October 2023 to
11 approximately December 2024. During Plaintiff's employment for Defendants, Defendants paid
12 Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants
13 repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least
14 eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than
15 forty (40) hours in a workweek.

16 15. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
17 all hours worked (including minimum, straight time, and overtime wages), failed to provide
18 Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest
19 breaks, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
20 employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify
21 Plaintiff for expenditures.

22 16. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and
23 some of, but not necessarily all of, the Aggrieved Employees for all hours worked, including
24 minimum, straight time, and overtime wages. Defendants would, at times, manufacture time
25 keeping records to falsely show that Plaintiff and some of, but not necessarily all of, the Aggrieved
26 Employees took meal periods when in fact they worked "off-the-clock," uncompensated. The
27 effect is that Plaintiff and some of, but not necessarily all of, the Aggrieved Employees worked
28 through meal periods "off-the-clock," and continued to work after they had clocked out for the

1 workday. By way of example, Plaintiff was required to only log scheduled hours, instead of actual
2 hours worked. As a result, Plaintiff was regularly required to work off-the-clock to complete work-
3 related duties. Defendants paid Plaintiff and some of, but not necessarily all of, the Aggrieved
4 Employees less than all their work time. Some of this unpaid work should have been paid at the
5 overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate
6 records of the hours Plaintiff and some of, but not necessarily all of, the Aggrieved Employees
7 worked.

8 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
9 and some of, but not necessarily all of, the Aggrieved Employees with legally compliant meal
10 periods. Defendants required Plaintiff and some of, but not necessarily all of, the Aggrieved
11 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
12 uninterrupted, and duty-free meal period for every five hours of work, or without compensating
13 Plaintiff and some of, but not necessarily all of, the Aggrieved Employees for all missed meal
14 periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead,
15 Defendants continued to assert control over Plaintiff and some of, but not necessarily all of, the
16 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
17 could not be completed without working in lieu of taking mandatory meal periods, or by denying
18 Plaintiff and some of, but not necessarily all of, the Aggrieved Employees permission to take a
19 meal period. Defendants also failed, at times, to permit Plaintiff and some of, but not necessarily
20 all of, the Aggrieved Employees to take a second meal period when they worked at least ten hours
21 of work in a workday. By way of example, Plaintiff was required to take all meal periods on-duty
22 and was never provided an off-duty meal period. As described above, Defendants would
23 manufacture time keeping records to falsely show that Plaintiff and some of, but not necessarily
24 all of, the Aggrieved Employees took meal periods by the fifth hour of work or took meal periods
25 when in fact they worked “off-the-clock”, uncompensated. Accordingly, Defendants failed to
26 provide meal periods to Plaintiff and some of, but not necessarily all of, the Aggrieved Employees
27 in compliance with California law.

28 18. Throughout the statutory period, Defendants have, at times, wrongfully failed to

1 authorize and permit Plaintiff and some of, but not necessarily all of, the Aggrieved Employees to
2 take legally compliant rest breaks. Defendants required Plaintiff and some of, but not necessarily
3 all of, the Aggrieved Employees to work in excess of four consecutive hours a day without
4 Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest
5 break for every four hours of work (or major fraction of four hours), or without compensating
6 Plaintiff and some of, but not necessarily all of, the Aggrieved Employees for rest breaks that were
7 not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and some
8 of, but not necessarily all of, the Aggrieved Employees by requiring, pressuring, or encouraging
9 them to perform work tasks which could not be completed without working in lieu of taking
10 mandatory rest breaks, or by denying Plaintiff and some of, but not necessarily all of, the Aggrieved
11 Employees permission to take a rest break. By way of example, Plaintiff was never provided a rest
12 break during his employment with Defendants. Accordingly, Defendants failed to authorize and
13 permit Plaintiff and some of, but not necessarily all of, the Aggrieved Employees to take rest
14 breaks in compliance with California law.

15 19. Throughout the statutory period, Defendants, at times, willfully failed and refused
16 to timely pay Plaintiff and some of, but not necessarily all of, the Aggrieved Employees all final
17 wages due at their termination of employment. In addition, Plaintiff's final paycheck did not
18 include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal
19 period premium wages, and rest break premium wages owed to Plaintiff by Defendants at the
20 conclusion of Plaintiff's employment. On information and belief, Defendants' failure to timely pay
21 Plaintiff's final wages when Plaintiff's employment terminated was not a single, isolated incident,
22 but was instead consistent with Defendants' practices that applied, at times, to Plaintiff and some
23 of, but not necessarily all of, the Class Aggrieved Employees .

24 20. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
25 some of, but not necessarily all of, the Aggrieved Employees with accurate, itemized wage
26 statements showing all applicable hourly rates, and all gross and net wages earned (including
27 correct hours worked, correct wages for meal periods that were not provided in accordance with
28 California law, and correct wages for rest breaks that were not authorized and permitted to take in

1 accordance with California law). As a result of these violations of California Labor Code § 226(a),
2 the Plaintiff and some of, but not necessarily all of, the Aggrieved Employees suffered injury
3 because, among other things:

- 4 (a) the violations led them to believe that they were not entitled to be paid
5 minimum wage, straight time wages, overtime wages, meal period premium
6 wages, and rest break premium wages, even though some, but not necessarily
7 all, of them were entitled;
- 8 (b) the violations led them to believe that they had been paid the minimum wage,
9 straight time wages, overtime wages, meal period premium wages, and rest
10 break premium wages, even though some, but not necessarily all of them had
11 not been;
- 12 (c) the violations led them to believe they were not entitled to be paid minimum
13 wage, straight time wages, overtime wages, meal period premium wages,
14 and rest break premium wages at the correct California rate even though
15 some, but not necessarily all of them were entitled;
- 16 (d) the violations led them to believe they had been paid minimum wage,
17 straight time wages, overtime wages, meal period premium wages, and rest
18 break premium wages at the correct California rate even though some, but
19 not necessarily all of them had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum
21 wage, straight time wages, overtime wages, meal period premium wages,
22 and rest break premium wages owed to some, but not necessarily all of them;
- 23 (f) in connection with their employment before and during this action, and in
24 connection with prosecuting this action, the violations caused them to have
25 to perform mathematical computations to determine the amounts of wages
26 owed to some, but not necessarily all of them, computations they would not
27 have to make if the wage statements contained the required accurate
28 information;

- 1 (g) by understating the wages truly due to some, but not necessarily all of them,
2 the violations caused some, but not necessarily all of them to lose entitlement
3 and/or accrual of the full amount of Social Security, disability,
4 unemployment, and other governmental benefits;
- 5 (h) the wage statements inaccurately understated the wages, hours, and wage
6 rates to which Plaintiff and some, but not necessarily all of the Aggrieved
7 Employees were entitled, and Plaintiff and some, but not necessarily all of
8 the Aggrieved Employees were paid less than the wages and wage rates to
9 which some, but not necessarily all of them were entitled.

10 Thus, Plaintiff and some, but not necessarily all of the Aggrieved Employees are owed the amounts
11 provided for in California Labor Code § 226(e).

12 21. Throughout the statutory period, Defendants have wrongfully required Plaintiff and
13 some, but not necessarily all of the Aggrieved Employees to pay expenses that they incurred in
14 direct discharge of their duties for Defendants. Plaintiff and some, but not necessarily all, of the
15 Aggrieved Employees paid out-of-pocket for necessary employment-related expenses. By way of
16 example, Plaintiff was required to use his personal cell phone for work purposes, for which he was
17 not reimbursed for.

18 22. Plaintiff and some of the Aggrieved Employees incurred substantial expenses as a
19 direct result of performing their job duties for Defendants, but Defendants failed to indemnify
20 Plaintiff and some of the Aggrieved Employees for these employment-related expenses.

21 **FIRST CAUSE OF ACTION**

22 **Failure to Pay Minimum and Straight Time Wages for All Hours Worked**

23 **(Against All Defendants)**

24 23. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
25 1 through 22 in this Complaint.

26 24. "Hours worked" is the time during which an employee is subject to the control of
27 an employer and includes all the time the employee is suffered or permitted to work, whether or
28 not required to do so.

1 25. At all relevant times herein mentioned, Defendants, at times, knowingly failed to
2 pay to Plaintiff compensation for all hours they worked. By their failure to pay compensation for
3 each hour worked as alleged above, Defendants willfully violated the provisions of California
4 Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation
5 to non-exempt employees.

6 26. Accordingly, Plaintiff is entitled to recover minimum and straight time wages for
7 all non-overtime hours worked for Defendants.

8 27. By and through the conduct described above, Plaintiff has been deprived of his right
9 to be paid wages earned by virtue of their employment with Defendants.

10 28. By virtue of the Defendants' unlawful failure to pay additional compensation to
11 Plaintiff for his non-overtime hours worked without pay, Plaintiff suffered, and will continue to
12 suffer, damages in amounts which are presently unknown to Plaintiff, and which will be
13 ascertained according to proof at trial.

14 29. By failing to keep adequate time records required by California Labor Code §
15 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
16 compensation due Plaintiff..

17 30. Pursuant to California Labor Code § 1194.2, Plaintiff is entitled to recover
18 liquidated damages (double damages) for Defendants' failure to pay minimum wages.

19 31. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. Throughout the statute of limitations period applicable to
21 this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law,
22 including minimum and straight time wages. However, Defendants failed and refused to pay
23 Plaintiff all such wages due and failed to pay those wages twice a month.

24 32. Plaintiff is also entitled to seek recovery of all unpaid minimum and straight time
25 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
26 218.5, 218.6, and 1194(a).

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1 Labor Code and/or other statutes.

2 41. California Labor Code § 204 requires employers to provide employees with all
3 wages due and payable twice a month. The Wage Orders also provide that every employer shall
4 pay to each employee, on the established payday for the period involved, overtime wages for all
5 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all
6 compensation due, in violation of California Labor Code § 204.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Provide Meal Periods**

9 **(Against All Defendants)**

10 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
11 1 through 41 in this Complaint.

12 43. Under California law, Defendants have an affirmative obligation to relieve the
13 Plaintiff of all duty in order to take his first daily meal periods no later than at the end of Plaintiff's
14 fifth hour of work in a workday, and to take his second meal period no later than at the end of the
15 tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable
16 Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes
17 for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer
18 to require any employee to work during any meal period mandated under any Wage Order.

19 44. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
20 with both meal periods as required by California law. By their failure to permit and authorize
21 Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants, at times,
22 made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully
23 violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

24 45. Under California law, Plaintiff is entitled to be paid one hour of additional wages
25 for each workday they were not provided with all required meal period(s), plus interest thereon.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Authorize and Permit Rest Breaks**

3 **(Against All Defendants)**

4 46. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 45 in this Complaint.

6 47. Defendants are required by California law to authorize and permit breaks of ten
7 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
8 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
9 permit and authorize all employees to take paid rest breaks of ten minutes each for each 4-hour
10 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
11 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
12 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
13 employer to require any employee to work during any rest break mandated under any Wage Order.

14 48. Despite these legal requirements, Defendants at times failed to authorize Plaintiff to
15 take rest breaks, regardless of whether he worked more than four hours in a workday. By their
16 failure to permit and authorize Plaintiff to take rest breaks as alleged above (or due to the fact that
17 Defendants, at times, made it impossible or impracticable to take these uninterrupted rest breaks),
18 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
19 Wage Orders.

20 49. Under California law, Plaintiff is entitled to be paid one hour of premium wages
21 rate for each workday they were not provided with all required rest break(s), plus interest thereon.

22 **FIFTH CAUSE OF ACTION**

23 **Failure to Timely Pay Final Wages at Termination – Waiting Time Penalties**

24 **(Against All Defendants)**

25 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
26 1 through 578 in this Complaint.

27 51. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
28 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due

1 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
2 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
3 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
4 which case the employee is entitled to his or her wages at the time of quitting.

5 52. Within the applicable statute of limitations, plaintiff's employment ended.
6 However, during the relevant time period, Defendant failed to pay all wages required to be paid by
7 California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72)
8 hours of their leaving Defendants' employ.

9 53. Defendants' failure to pay Plaintiff his wages earned and unpaid at the time of
10 discharge, or within seventy-two (72) hours of leaving Defendants' employ, is in violation of
11 California Labor Code §§ 201 and 202.

12 54. California Labor Code § 203 provides that if an employer willfully fails to pay
13 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
14 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
15 but the wages shall not continue for more than thirty (30) days.

16 55. Pursuant to California Labor Code § 203, Plaintiff is entitled to recover from
17 Defendants his additionally accruing wages for each day he was not paid, at his regular hourly rate
18 of pay, up to thirty (30) days maximum.

19 56. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
20 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
21 action.

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Provide Accurate Itemized Wage Statements**

24 **(Against All Defendants)**

25 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
26 1 through 56 in this Complaint.

27 58. At all material times set forth herein, California Labor Code § 226(a) provides that
28 every employer shall furnish each of his or her employees an accurate itemized wage statement in

1 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
2 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
3 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
4 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
5 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
6 and the last four digits of his or her social security number or an employee identification number
7 other than a social security number, (8) the name and address of the legal entity that is the
8 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee.

10 59. Defendants have, at times, intentionally and willfully failed to provide Plaintiff with
11 complete and accurate wage statements. The deficiencies include, among other things, the failure
12 to correctly identify the gross wages earned by Plaintiff, the failure to list the true “total hours
13 worked by the employee,” and the failure to list the true net wages earned.

14 60. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
15 has suffered injury and damage to his statutorily protected rights.

16 61. Specifically, Plaintiff has been injured by Defendants’ intentional violation of
17 California Labor Code § 226(a) because Plaintiff was denied both his legal right to receive, and
18 his protected interest in receiving, accurate, itemized wage statements under California Labor Code
19 § 226(a).

20 62. Calculation of the true wage entitlement for Plaintiff is difficult and time
21 consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to
22 bring this action to attempt to obtain correct wage information following Defendants’ refusal to
23 comply with many of the mandates of California’s Labor Code and related laws and regulations.

24 63. Plaintiff is entitled to recover from Defendants the greater of his actual damages
25 caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate
26 penalty not exceeding four thousand dollars (\$4,000).

27 64. Plaintiff is also entitled to injunctive relief, as well as an award of attorney’s fees
28 and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

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74. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

75. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

76. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

77. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest breaks

78. Defendants' failure to authorize and permit rest breaks in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

79. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

80. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiff, and have

1 deprived Plaintiff of valuable rights and benefits guaranteed by law, all to their detriment.

2 81. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
3 conduct.

4 82. Plaintiff, is entitled to, and does, seek such relief as may be necessary to disgorge
5 money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has
6 been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
7 practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of
8 Defendants in order to recover restitution.

9 83. Plaintiff is further entitled to, and does, seek a declaration that the above-described
10 business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the
11 Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or
12 fraudulent business practices in the future.

13 84. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
14 which hesuffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
15 practices. As a result of the unfair, unlawful and/or fraudulent business practices described above,
16 Plaintiff has suffered and will continue to suffer irreparable harm unless the Defendants are
17 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

18 85. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
19 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
20 withholdings.

21 86. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is
22 entitled to restitution of the wages withheld and retained by Defendants during a period that
23 commences four years prior to the filing of this complaint; a permanent injunction requiring
24 Defendants to pay all outstanding wages due to Plaintiff and; an award of attorneys' fees pursuant
25 to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

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1 penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in
2 addition to all other remedies permitted by law.

3 91. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
4 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
5 shall be entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, , prays for relief and judgment against Defendants, jointly and
8 severally, as follows:

9 **As to the First Cause of Action**

10 93. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
12 minimum and straight time wages due;

13 94. For Plaintiff's unpaid wages as may be appropriate;

14 95. For pre-judgment interest on any unpaid compensation commencing from the date
15 such amounts were due;

16 96. For penalties, restitution, and liquidated damages pursuant to California Labor Code
17 § 1197.1;

18 97. For liquidated damages;

19 98. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code § 1194(a); and,

21 99. For such other and further relief as the Court may deem equitable and appropriate.

22 **As to the Second Cause of Action**

23 100. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all of
25 Plaintiff's overtime wages due;

26 101. For Plaintiff's unpaid wages at overtime wage rates as may be appropriate;

27 102. For pre-judgment interest on any unpaid overtime compensation commencing from
28 the date such amounts were due;

1 103. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code § 1194(a); and,

3 104. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Third Cause of Action

5 105. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

7 106. For Plaintiff's unpaid meal period premium wages as may be appropriate;

8 107. For pre-judgment interest on any unpaid compensation commencing from the date
9 such amounts were due;

10 108. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
11 and for costs of suit incurred herein; and,

12 109. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Fourth Cause of Action

14 110. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16 111. For Plaintiff's unpaid rest break premium wages as may be appropriate;

17 112. For pre-judgment interest on any unpaid compensation commencing from the date
18 such amounts were due;

19 113. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
20 and for costs of suit incurred herein; and,

21 114. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Fifth Cause of Action

23 115. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
25 termination of the employment;

26 116. For statutory wage penalties pursuant to California Labor Code § 203 for former
27 employees who have left Defendants' employ;

28 117. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due;

2 118. For reasonable attorneys' fees and for costs of suit incurred herein; and,

3 119. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Sixth Cause of Action

5 120. That the Court declare, adjudge, and decree that Defendants violated the record
6 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
7 willfully failed to provide accurate itemized wage statements thereto;

8 121. For all of Plaintiff's actual damages, according to proof;

9 122. For statutory penalties pursuant to California Labor Code § 226(e);

10 123. For injunctive relief to ensure compliance with this section, pursuant to California
11 Labor Code § 226(h);

12 124. For reasonable attorneys' fees and for costs of suit incurred herein; and,

13 125. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Seventh Cause of Action

15 126. That the Court declare, adjudge, and decree that Defendants violated
16 California Labor Code § 2802 by willfully failing to indemnify Plaintiff for expenditures;

17 127. For Plaintiff's unpaid wages or unreimbursed business expenses as may be
18 appropriate;

19 128. For pre-judgment interest on any unpaid compensation commencing from
20 the date such amounts were due;

21 129. For reasonable attorneys' fees and for costs of suit incurred herein; and,

22 130. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 As to the Eighth Cause of Action

25 131. That the Court declare, adjudge, and decree that Defendants violated California
26 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,
27 straight time, and overtime wages), failing to provide meal periods, and failing to authorize and
28 permit rest breaks;

132. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

133. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

134. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

135. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

136. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

137. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to furnish accurate wage statements, failing to indemnify for necessary expenditures, and failing to produce requested employment records;

1. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the State of California, and all similarly Aggrieved Employees pursuant to PAGA;

2. Pre-judgment and post-judgment interest at the maximum rate allowed;

3. Attorneys' fees and costs reasonably incurred;

4. Injunctive and declaratory relief to the extent allowed by PAGA; and,

5. Such other and further relief that the Court deems proper.

As to all Causes of Action

6. For any additional relief that the Court deems just and proper.

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Respectfully submitted,

Dated: October 31, 2025

WILSHIRE LAW FIRM, PLC

By: 

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé
Attorneys for *Plaintiff*
FRANCISCO AGUILAR

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 31, 2025

WILSHIRE LAW FIRM, PLC

By: 

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé
Attorneys for *Plaintiff*
FRANCISCO AGUILAR

