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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Aryanna Sheehee, 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]*

**SECOND 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 and to Maintain and Produce Accurate Records (Cal. Lab. Code §§ 226, 233, 245-249, 432, 1174, 1174.5, 1198, and 1198.5);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) and
9. Workplace Violence Prevention (Labor Code §§ 6401.7, 6401.9, 6428 and 6429)
10. Heat Illness Prevention and Recovery Periods (Labor Code §§ 226.7, 510, etc.; CCR §§ 3395, 3396; Wage Orders 1 & 4)
11. Suitable Seating (Wage Orders 1 & 4); and
12. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

Action Filed February 27, 2025
FAC Filed: October 31, 2025
SAC Filed: February 5, 2026

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 timely pay final wages, failure to furnish
8 accurate wage statements, and failure to indemnify employees for expenditures.

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

10 3. Plaintiff brings the Twelfth 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

a meal period violation occurred;

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

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

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

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

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

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

THE PARTIES

A. Plaintiff

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

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
17 for 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

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

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

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

1 California law, and correct wages for rest breaks that were not authorized and permitted to take in
2 accordance with California law). As a result of these violations of California Labor Code § 226(a),
3 the Plaintiff and some of, but not necessarily all of, the Aggrieved Employees suffered injury
4 because, among other things:

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

information;

(g) by understating the wages truly due to some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and some, but not necessarily all of the Aggrieved Employees were entitled, and Plaintiff and some, but not necessarily all of the Aggrieved Employees were paid less than the wages and wage rates to which some, but not necessarily all of them were entitled.

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

21. Throughout the statutory period, Defendants have wrongfully required Plaintiff and some, but not necessarily all of the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and some, but not necessarily all, of the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses including, but not limited to work boots, log books, business usage of personal cellphones and other devices, gloves, equipment and tools. By way of example, Plaintiff was required to use his personal cell phone for work purposes, for which he was not reimbursed for.

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

FIRST CAUSE OF ACTION

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

(Against All Defendants)

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

24. “Hours worked” is the time during which an employee is subject to the control of

1 an employer and includes all the time the employee is suffered or permitted to work, whether or
2 not required to do so.

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

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

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

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

16 29. By failing to keep adequate time records required by California Labor Code
17 § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
18 compensation due Plaintiff..

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

21 31. California Labor Code § 204 requires employers to provide employees with all
22 wages due and payable twice a month. Throughout the statute of limitations period applicable to
23 this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law,
24 including minimum and straight time wages. See California Labor Code §§ 204, 210. However,
25 Defendants failed and refused to pay Plaintiff all such wages due and failed to pay those wages
26 twice a month.

27 32. Plaintiff is also entitled to seek recovery of all unpaid minimum and straight time
28 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§

218.5, 218.6, 225.5, 510, 511, 1182.12, 1193.6, 1194(a), 1194.2, 1197, and 1198.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

(Against All Defendants)

33. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 32 in this Complaint.

34. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

35. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

36. At all times relevant hereto, Plaintiff has, at times, worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as an employee of Defendants.

37. At all times relevant hereto, Defendant failed to pay Plaintiff overtime compensation for the hours he worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

38. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

39. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff.

40. Plaintiff also requests recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the

1 assessment of any statutory penalties against Defendants, in a sum as provided by the California
2 Labor Code and/or other statutes. *See, e.g.* Labor Code §§ 210, 558, 558.1, and 1197.1.

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

8 **THIRD CAUSE OF ACTION**

9 **Failure to Provide Meal Periods**

10 **(Against All Defendants)**

11 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
12 1 through 41 in this Complaint.

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

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

25 45. Under California law, Plaintiff is entitled to be paid one hour of additional wages
26 for each workday they were not provided with all required meal period(s), plus interest thereon.
27 *See, e.g.* Labor Code §§ 210, 558, and 558.1.
28

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 *See, e.g.* Labor Code §§ 210 and 558.

23 **FIFTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
27 1 through 49 in this Complaint.

28 51. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if

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

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

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

13 54. California Labor Code §§ 203 and 256 provides that if an employer willfully fails
14 to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall
15 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
16 commenced; but the wages shall not continue for more than thirty (30) days.

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

20 **SIXTH CAUSE OF ACTION**

21 **Failure to Provide Accurate Itemized Wage Statements and Maintain and Produce**

22 **Accurate Records**

23 **(Against All Defendants)**

24 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
25 1 through 55 in this Complaint.

26 57. At all material times set forth herein, California Labor Code § 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate itemized wage statement in
28 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours

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

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

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

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

19 61. Additionally, Defendants failed to keep, maintain, furnish, timely furnish and
20 provide accurate and complete personnel records, sick leave records, paid sick leave records,
21 hours worked records, wage records (including, without limitation, regarding rates of pay), meal
22 period records, rest period records, recovery period records, timekeeping records (including,
23 without limitation, records showing when the employee begins and ends each work period as
24 well as records of split shift intervals) and payroll records (including, without limitation, records
25 of deductions to employee wages) for Plaintiff including, without limitation, by failing to keep
26 and maintain timekeeping and payroll records showing the hours worked daily by and the wages
27 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
28 Plaintiff, as well as by failing to keep, maintain, furnish, timely furnish and/or provide any other

1 records required to be kept, maintained, furnished, timely furnished and/or provided by Labor
2 Code section 1174 or the Wage Orders of the California Industrial Welfare Commission.

3 62. As a result, Defendant has violated applicable law, including Labor Code
4 sections 226, 432, 1174, 1174.5, 1198, 1198.5, 1199 and the Wage Orders of the Industrial
5 Welfare Commission.

6 63. Employee seeks penalties under California Labor Code §§ 1174(d) and 1174.5.
7 Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor
8 who willfully fails to maintain accurate and complete records required by California Labor Code
9 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3),
10 every employer shall keep time records showing when the employee begins and ends each work
11 period. Meal periods and total hours worked daily shall also be recorded.

12 64. Defendants failed to keep and maintain accurate records of deductions to
13 employee wages and recovery periods in violation of Labor Code sections 226, 1174, 1174.5, and
14 1198 and the Industrial Welfare Commission Wage Orders, including, without limitation, Wage
15 Orders 1 and 4.

16 65. Defendants also failed to maintain accurate paid sick leave records, failed to
17 provide notice of paid sick leave rights, and failed to provide notice of the amount of paid sick
18 leave time available for use in violation of Labor Code sections 233 and 245-249 (including,
19 without limitation, Labor Code section 247.5) and/or any other applicable law, statute,
20 regulation, order or ordinance.

21 66. Additionally, Defendants not only failed to accurately maintain records, but also
22 failed to timely produce employment records pursuant to Labor Code sections 226, 432, 1174,
23 1174.5, 1198, and 1198.5 and the Industrial Welfare Commission Wage Orders, including, without
24 limitation, Wage Orders 1 and 4.

25 67. Plaintiff requested his payroll and personnel records as well as copies of all
26 documents he signed and Defendant failed to timely provide the requested records as required by
27 the Labor Code.

28 68. Calculation of the true wage entitlement for Plaintiff is difficult and time

1 consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to
2 bring this action to attempt to obtain correct wage information following Defendants' refusal to
3 comply with many of the mandates of California's Labor Code and related laws and regulations.

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

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

9 71. Plaintiff is also entitled to civil penalties including, but not limited to under Labor
10 Code sections 558.1, 226.6, and 1174.5 for Defendants' other failures to maintain and produce
11 accurate records and provide required notices.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure to Indemnify Employee for Expenditures**

14 **(Against All Defendants)**

15 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
16 1 through 71 in this Complaint.

17 73. As set forth above, Plaintiff was required to incur substantial necessary expenditures
18 and losses in direct consequence of the discharge of his duties or of his obedience to directions of
19 Defendants.

20 74. Defendants violated California Labor Code §§ 2800 and 2802 by failing to pay and
21 indemnify Plaintiff for necessary expenditures and losses incurred in direct consequence of the
22 discharge of their duties or of his obedience to directions of Defendants.

23 75. As a result, Plaintiff was damaged at least in the amounts of the expenses he paid,
24 or which was deducted by Defendants from his wages.

25 76. Plaintiff is entitled to reasonable attorney's fees, expenses, and costs of suit pursuant
26 to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, et seq.**

3 **(Against All Defendants)**

4 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 76 in this Complaint.

6 78. Defendants, and each of them, are “persons” as defined under California Business
7 & Professions Code § 17201.

8 79. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiff and to the general public. Plaintiff seeks to enforce important
10 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

11 80. Defendants’ activities, as alleged herein, are violations of California law, and
12 constitute unlawful business acts and practices in violation of California Business & Professions
13 Code §§ 17200, *et seq.*

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

20 **Failure to Pay Minimum and Straight Time Wages**

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

24 **Failure to Pay Overtime Wages**

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

84. 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.*

85. 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.*

86. 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.*

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

88. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

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

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

91. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries which he suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business

1 practices. As a result of the unfair, unlawful and/or fraudulent business practices described above,
2 Plaintiff has suffered and will continue to suffer irreparable harm unless the Defendants are
3 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

4 92. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
5 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
6 withholdings.

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

12 **NINTH CAUSE OF ACTION**

13 **(Failure to Develop and Implement Workplace Violence Prevention Policy and Plan)**

14 **(Against All Defendants).**

15 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
16 1 through 93 of this Complaint.

17 95. In violation of Labor Code §§ 6401.7 and 6401.9, Defendants failed to develop,
18 establish, implement and maintain an effective workplace violence prevention policy and/or plan,
19 failed to maintain required records regarding matters related to workplace violence, including,
20 without limitation, records related to incidents of workplace violence, a violence incident log,
21 training records, records of workplace violence incident investigations and/or records of workplace
22 violence hazard identification, evaluation and correction, and failed to provide required training to
23 employees regarding matters related to workplace violence, including, without limitation,
24 regarding Defendants' workplace violence plan, the prevention of workplace violence, reporting
25 workplace violence incidents and workplace violence hazards.

26 California Labor Code §§ 6401.7 and 6401.9 required Defendants to develop and implement a
27 workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9,
28 which sets out the requirements for the plan. Starting July 1, 2024, Defendants were required to

1 establish, implement, and maintain a Workplace Violence Prevention Plan that includes: 1)
2 implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence
3 log; 3) training program to discuss and prevent workplace violence; and 4) maintain records
4 relating to workplace violence which includes, records of workplace violence hazard
5 identifications, evaluations, and correction must be created and maintained for a minimum of five
6 years; training records must be created and maintained;. incident logs; and records of workplace
7 violence incident investigations under must be maintained.

8 96. Defendants willfully failed to implement a Workplace Violence Prevention Policy
9 starting on or about July 1, 2024.

10 97. As a result, Plaintiff suffered harm and seeks all available remedies, including civil
11 penalties, injunctive relief, and attorneys' fees. *See* Labor Code §§ 6401.7, 6401.9, 6428, and
12 6429.

13 **TENTH CAUSE OF ACTION**

14 **(Failure to Provide Recovery/Cooldown Periods and Heat Illness Prevention)**

15 **(Against All Defendants)**

16 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein
17 paragraphs 1 through 98 of this Complaint.

18 99. Defendants failed to provide recovery and/or cooldown periods, pay related
19 premiums, distribute a heat illness prevention plan (including as to issues related to indoor and
20 outdoor heat illness), implement indoor and outdoor heat illness prevention policies and
21 procedures, and comply with applicable indoor and outdoor heat illness prevention requirements
22 under applicable law, including, without limitation, Labor Code §§ 226.7, 510, 512, 1194, 1197,
23 6308, 6317, 6428, 6429, 6720, 6721; California Code of Regulations §§ 3395 and 3396; and the
24 Industrial Welfare Commission Wage Orders, including, without limitation, Wage Orders 1 and 4.

25 100. Defendants failed to maintain adequate temperatures which created excessive
26 heat or humidity exposing Plaintiff to temperature related hazards in the workplace. Plaintiff does
27 not recall receiving or signing a heat prevention policy implemented by Defendants at the time of
28 hiring or thereafter. Further, there were days worked by Plaintiff when the heat inside and outside

Defendants' facilities and warehouse exceeded 82 degrees Fahrenheit and Plaintiff was not aware of his rights when he was exposed to excessive heat.

101. Additionally, Defendants have failed to comply with the mandates of the new OSHA regulations and California law that established required safety measures for indoor workplaces where the indoor temperature reaches 82°F to prevent work exposure to risk of heat illness. *See* California Code of Regulations, Title 8, section 3396, "Heat Illness Prevention in Indoor Places of Employment"; Section 15 of the IWC Wage Orders.

102. Pursuant to Section 15(b) of the IWC Wage Orders, Defendants have always had an affirmative duty to prevent and reduce excessive heat or humidity created by the work environment, location, department or any other area of work that creates excessive heat and where employees are exposed to heat illness thereby requiring safety measures including, but not limited, to providing employees with recovery periods. Defendants, however, have no written policy regarding preventative measures as required by California law or as required by Labor Code § 226.7 and the recently enacted OSHA standards requiring employer to take affirmative measures to prevent heat illness for indoor employees pursuant to California Code of Regulations, Title 8, section 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317 and any other statutes conferring enforcement powers upon the Division.

103. Defendants failed to provide recovery and/or cooldown periods to Plaintiff, and failed to pay related premiums including pursuant to Labor Code section 226.7. Defendants knowingly and willfully failed to provide recovery periods to Plaintiff as required under California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395.

104. Defendants are required to provide recovery or "cooldown" periods to non-exempt employees, who are working outdoors, in order to prevent heat illness. Further, Defendants are required to pay one (1) additional hour of compensation at the non-exempt employee's regular rate of pay for each workday in which the recovery period is not provided. Plaintiff worked and continue to work outdoors. This work is frequently performed over the course of many hours in heat exceeding 85 degrees Fahrenheit. Despite these work conditions, Defendants have failed to implement any policy or practice of providing proper recovery periods to their non-exempt

1 employees. Defendants have similarly failed to make any efforts to comply with heat illness
2 prevention regulations by providing proper places of shade for recovery periods or by supplying
3 sufficient amounts of drinking water. There have been many days when Defendants did not provide
4 Plaintiff with any water, and Plaintiff had no knowledge he was entitled to take recovery periods
5 and thus he never took them. Defendants further violated California Labor Code § 226.7 by failing
6 to pay Plaintiff one (1) additional hour of compensation at his regular rates of pay for each workday
7 that a recovery period was not provided.

8 105. Pursuant to California Labor Code §6721, employers are mandated to implement
9 an indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396
10 of Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez
11 Jimenez heat illness standard.

12 106. Defendants failed to implement Indoor Heath Prevention policies at their
13 facilities throughout the State of California. Section 3396 required Defendants to establish,
14 implement, and maintain an effective Heat Illness Prevention Plan for indoor places of
15 employment. The plan must be in writing and include procedures for water provision, access to
16 cool-down areas, temperature measurement, emergency response, and acclimatization. Defendants
17 failed to establish, implement and maintain an effective Heat Illness Prevention Plan for both
18 indoor and outdoor places of employment for Plaintiff.

19 107. Plaintiff seeks all available remedies, including unpaid premiums, civil penalties,
20 injunctive relief, and attorneys' fees.

21 **ELEVENTH CAUSE OF ACTION**

22 **(Failure to Provide Suitable Seating)**

23 108. Plaintiff incorporates by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 108 of this Complaint.

25 109. Applicable Wage Orders, including Wage Orders 1 and 4, require employers to
26 provide suitable seating when the nature of the work reasonably permits the use of seats.

27 110. Defendants knowingly and intentionally failed to provide suitable seating by not
28 providing any appropriate seating at work locations worked by Plaintiff. The nature of the work

1 reasonably permits the use of seats by Plaintiff when working at their work locations. To the extent
2 that the use of seats could interfere with his work duties, at all times herein it is and has been
3 reasonable for Defendants to place seats in reasonable proximity to the areas worked by Plaintiff
4 when doing so would not interfere with their job duties; however, Defendants failed to do so.

5 111. Plaintiff seeks all available remedies, including civil penalties, injunctive relief,
6 and attorneys' fees.

7 **TWELFTH CAUSE OF ACTION**

8 **(By Plaintiff Individually Against All Defendants for Representative Individual Civil** 9 **Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

10 112. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 112 in this Complaint.

12 113. At all times herein mentioned, Defendants were subject to the Labor Code of the
13 State of California and the applicable Industrial Welfare Commission Orders.

14 114. California Labor Code § 2699(a) specifically provides for a private right of action
15 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
16 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
17 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
19 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
20 former employees pursuant to the procedures specified in Section 2699.3.” Adolph v. Uber Techs.,
21 Inc., 14 Cal. 5th 1104, 532 P.3d 682 (2023) specifically allows plaintiffs to file a PAGA action
22 individually with individual claims.

23 115. Plaintiff has given written notice by online filing pursuant to California Labor
24 Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to
25 Defendants of the specific provisions of the Labor Code that Defendants have violated against
26 Plaintiff including the facts and theories to support the violations. Plaintiff also paid the filing fee.

27 116. The Labor and Workforce Development Agency has not indicated that it intends
28 to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby

commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

117. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself individually and on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

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

PRAYER FOR RELIEF

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

As to the First Cause of Action

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

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

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

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

123. For liquidated damages;

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

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

As to the Second Cause of Action

126. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

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

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

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

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

As to the Third Cause of Action

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

132. For unpaid meal period premium wages as may be appropriate;

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

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

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

As to the Fourth Cause of Action

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

137. For unpaid rest break premium wages as may be appropriate;

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

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

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

As to the Fifth Cause of Action

141. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 200, 201, 202, 203 and 227.3 by willfully failing to pay all compensation owed at the time of termination of the employment to Plaintiff;

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

143. For pre-judgment interest on any unpaid wages from the date such amounts were due;

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

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

As to the Sixth Cause of Action

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

147. For all actual damages, according to proof;

148. For statutory penalties including but not limited to pursuant to California Labor Code §§ 226(e), 558.1, 226.6, 1174.5 and 2699;

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

159. 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.*;

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

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

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

As to the Ninth Cause of Action

163. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 6401.7 and 6401.9;

164. For civil penalties, injunctive relief, and attorneys' fees.

As to the Tenth Cause of Action

165. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 226.7, 510, 512, 1194, 1197, 6308, 6317, 6428, 6429, 6720, 6721; CCR §§ 3395 and 3396; and Wage Orders 1 and 4;

166. For unpaid premiums, civil penalties, injunctive relief, and attorneys' fees.

As to the Eleventh Cause of Action

167. That the Court declare, adjudge, and decree that Defendants violated applicable

1 Wage Orders, including Wage Orders 1 and 4;

2 168. For civil penalties, injunctive relief, and attorneys' fees.

3 As to the Twelfth Cause of Action

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

- 11 1. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of
12 the State of California, and all similarly Aggrieved Employees pursuant to PAGA;
- 13 2. Pre-judgment and post-judgment interest at the maximum rate allowed;
- 14 3. Attorneys' fees and costs reasonably incurred;
- 15 4. Injunctive and declaratory relief to the extent allowed by PAGA; and,
- 16 5. Such other and further relief that the Court deems proper.

17 As to all Causes of Action

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

19 Respectfully submitted,

20 Dated: February 5, 2026

21 **WILSHIRE LAW FIRM, PLC**

22 By: 
23 John G. Yslas | Eugene Zinovyev
John Brown | Gabriella Solé
Attorneys for Plaintiff FRANCISCO AGUILAR

24 **DEMAND FOR JURY TRIAL**

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

26 Dated: February 5, 2026

27 **WILSHIRE LAW FIRM, PLC**

28 By: 
John G. Yslas | Eugene Zinovyev
John Brown | Gabriella Solé
Attorneys for Plaintiff FRANCISCO AGUILAR

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss
_____)

On February 5, 2026, I served the foregoing **SECOND AMENDED INDIVIDUAL AND REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant
FULL CIRCLE ELECTRONICS CA, LLC

Executed on February 5, 2026, at Los Angeles, California.


Jonathan D. Melendez