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Attorney for Plaintiff,
 STEVEN TARANGO

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

MAY 03 2023

BY 
 RAFAEL HERNANDEZ, DEPUTY

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO, CENTRAL DISTRICT

STEVEN TARANGO, an individual,

 Plaintiff,

vs.

COMAV TECHNICAL SERVICES, LLC
 AND CRAIG GARRICK and DOES 1 through
 20 inclusive,

 Defendants.

Case No.: CIVSB2215599

Assigned to Hon. David Cohn in Dept. S26

**STIPULATION AND [PROPOSED] ORDER
 TO FILE FIRST AMENDED COMPLAINT**

Complaint Filed: July 20, 2022

Trial Date: None

TO THE COURT, TO ALL PARTIES AND THEIR ATTORNEY OF RECORD:

IT IS HEREBY STIPULATED by and between Plaintiff STEVEN TARANGO and Defendant
 COMAV TECHNICAL SERVICES, LLC, by and through their respective attorneys of record, as
 follows:

RECITALS

WHEREAS on July 20, 2022, Plaintiff STEVEN TARANGO ("Plaintiff") filed his Class
 Action Complaint for failure to pay overtime, failure to provide meal periods, failure to indemnify for
 necessary expenditures, failure to furnish compliant wage statements and maintain accurate pay
 records, failure to timely pay wages, willful failure to pay wages, civil penalties, and unfair

1 competition in this action against COMAV TECHNICAL SERVICES, LLC and CRAIG GARRICK
2 (“Defendants”).

3 WHEREAS Plaintiff was notified by defense counsel for Comav Technical Services, LLC that
4 there was another pending class action case against Comav Technical Services, LLC consisting of the
5 same causes of action, which was filed on October 6, 2020, and entitled *Shawn Lee, et al. v. Comav*
6 *Technical Services, LLC* (“*Shawn Lee*”) associated with Case No. CIVDS021583.

7 WHEREAS the Plaintiff in the *Shawn Lee* case filed a Motion for Preliminary Approval of
8 Class Action Settlement on November 8, 2022. Upon review of the Motion, the Class Period ranges
9 from October 6, 2016 to December 31, 2021, and the PAGA period ranges from October 6, 2019 to
10 December 31, 2021.

11 WHEREAS on January 13, 2023 the Court granted Plaintiff’s Preliminary Approval of Class
12 Action Settlement in *Shawn Lee*.

13 WHEREAS in light of the Court’s preliminary approval of the class action settlement in the
14 *Shawn Lee* case, Plaintiff has chosen to forgo the class and PAGA claims asserted in his Complaint
15 and seeks to file his First Amended Complaint which eliminates the class and PAGA claims, and seeks
16 to pursue only Plaintiff’s individual claims against Defendants.

17 WHEREAS a copy of Plaintiff’s proposed First Amended Complaint is attached hereto as
18 Exhibit “A.”

19 **STIPULATION**

20 **IT IS HEREBY STIPULATED**, by and between Plaintiff and Defendant, by and through
21 their respective counsel, that:

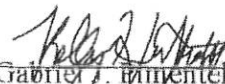
22 1. Plaintiff be granted leave to amend to file his First Amended Complaint, a copy of
23 which is attached hereto as Exhibit “A.”

24 2. Defendant’s responsive pleading shall be due thirty (30) days after the First Amended
25 Complaint is filed.

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PIMENTEL LAW, P.C.

Dated: February 8, 2023

By: 

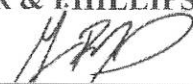
Gabriel J. Pimentel, Esq.

Kelly M. Hatfield, Esq.

Attorneys for Plaintiff

FISHER & PHILLIPS, LLP

Dated: February 8, 2023

By: 

Gregory L. Blueford, Esq.

Alden J. Parker, Esq.

Attorneys for Defendant COMAV

TECHNICAL SERVICES, LLC

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[~~PROPOSED~~] ORDER

Having considered the stipulation of the parties, and good cause appearing, the Court orders that Plaintiff shall have leave to file a First Amended Complaint that is attached as Exhibit "A" to this Stipulation.

5/3/23
DATED

DAVID COHN
THE HONORABLE DAVID COHN

EXHIBIT A

1 **PIMENTEL LAW, P.C.**
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10 Attorney for Plaintiff,
11 STEVEN TARANGO

12
13 **IN THE SUPERIOR COURT OF CALIFORNIA**
14
15 **COUNTY OF SAN BERNARDINO, JUSTICE CENTER**
16

17 STEVEN TARANGO, an individual,

18 Plaintiff,

19 vs.

20 COMAV TECHNICAL SERVICES, LLC, a
21 Delaware limited liability company, CRAIG
22 GARRICK, an individual, and DOES 1 through
23 20 inclusive,

24 Defendants.
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Case No. CIV SB 2215599

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
2. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
3. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
4. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
5. Failure to Timely Pay Wages in Violation of Labor Code § 204;
6. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
7. Unfair Competition in Violation of Labor Code §§ 17200, et seq.

Jury Trial Demanded

1 1. Plaintiff STEVEN TARANGO is informed and believes and thereon alleges as follows:

2 **PARTIES, VENUE AND JURISDICTION**

3 2. Plaintiff STEVEN TARANGO was at all times relevant hereto a resident of Victorville,
4 California.

5 3. At all relevant times herein, Defendant COMAV TECHNICAL SERVICES, LLC was
6 a Corporation with its principal place of business in Victorville, California.

7 4. Defendant CRAIG GARRICK was at all times relevant herein the principal of
8 COMAV TECHNICAL SERVICES, LLC

9 5. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
10 unity of interest and ownership between COMAV TECHNICAL SERVICES, LLC, CRAIG
11 GARRICK and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

12 6. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
13 of purported corporate existence, COMAV TECHNICAL SERVICES, LLC, CRAIG GARRICK and
14 DOES 1-20 are, in reality, one and the same.

15 7. COMAV TECHNICAL SERVICES, LLC, CRAIG GARRICK and DOES 1-20 do not
16 comply with all requisite corporate formalities to maintain a legal and separate existence.

17 8. The business affairs of COMAV TECHNICAL SERVICES, LLC, CRAIG GARRICK
18 and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
19 reasonably be segregated, and the same are in inextricable confusion. COMAV TECHNICAL
20 SERVICES, LLC is, and at all times relevant hereto was, used by DOES 1-20 and CRAIG GARRICK
21 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter
22 ego of DOES 1-20. The recognition of the separate existence of COMAV TECHNICAL SERVICES,
23 LLC would not promote justice, in that it would permit Defendants to insulate themselves from
24 liability to Plaintiff for violations of state law. The corporate existence of COMAV TECHNICAL
25 SERVICES, LLC and DOES 1-20 should be disregarded in equity and for the ends of justice because
26 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

27 9. Accordingly, COMAV TECHNICAL SERVICES, LLC, CRAIG GARRICK and
28 DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence must

1 be disregarded.

2 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
3 thereon alleges that COMAV TECHNICAL SERVICES, LLC, CRAIG GARRICK and DOES 1-20
4 are joint employers by virtue of a joint enterprise, and that the employees and agents of COMAV
5 TECHNICAL SERVICES, LLC were also employees of CRAIG GARRICK and DOES 1-20.
6 COMAV TECHNICAL SERVICES, LLC employees performed services for each and every one of
7 Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of them as
8 employees, either directly or indirectly, and the manner in which Defendants' business was and is
9 conducted.

10 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
12 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
13 Complaint to insert the true names and capacities of these Defendants when they become known to
14 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
15 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
16 Plaintiff as alleged hereinafter.

17 12. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
18 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
19 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and
20 each of them, and in doing the things alleged herein, were acting at least in part within the course and
21 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
22 joint venture and with the permission and consent of each of the other Defendants.

23 13. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
24 including those defendants named as DOES 1-20 acted in concert with one another to commit the
25 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
26 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
27 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
28 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts

1 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
2 intended to cause and actually causing Plaintiff's harm.

3 14. Whenever and wherever reference is made in this Complaint to any act or failure to act
4 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
5 and/or failures to act by each Defendant acting individually, jointly and severally.

6 **FACTUAL ALLEGATIONS**

7 15. Plaintiff started working for Defendants as a Fueler from February 1, 2015 until his
8 resignation in August 2015. His job duties consisted of fueling trucks and diesel equipment.

9 16. On November 2, 2016 Plaintiff was hired on as a Level 2 Mechanic. During his
10 interview with Jeff Green, the GSE Floorman, Mr. Green told Plaintiff that he would have to bring his
11 own tools for the position. After he was hired, Plaintiff received a job offer letter that mentioned he
12 would be required to supply his own tools.

13 17. From November 2, 2016 to 2019, Plaintiff worked Monday to Friday, from 6:30 a.m.
14 to 3:00 p.m.

15 18. Sometime in 2019, Plaintiff's schedule changed to Monday to Thursday from 6:30 a.m.
16 to 5:00 p.m. This new schedule lasted approximately five months.

17 19. After that, the schedule reverted to Monday to Friday from 6:30 a.m. to 3:00 p.m.

18 20. Plaintiff works onsite at George Airforce Base in Victorville, which is where the
19 company is headquartered.

20 21. Plaintiff's job duties are to remove and repair transmissions, maintenance on heavy
21 equipment such as forklifts, scissor lifts, boom lifts, reach lifts, GPUs, entry stands, compressors, golf
22 carts, hydraulics systems, trailers, tow bars, generators, diesel trucks, F-250s and F-350s, and Dodge
23 trucks. Plaintiff also performs welding.

24 22. Since being hired, Plaintiff has spent more than \$20,000 on tools to perform the
25 required work.

26 23. From November 2, 2016 to December 31, 2017 Plaintiff earned \$20 per hour. From
27 January 1, 2018 to December 31, 2018 he earned \$22 per hour. From January 1, 2019 to December
28 31, 2019 he earned \$24 per hour. From January 1, 2020 to December 31, 2020 he earned \$26 per hour.

1 From January 1, 2021 to the present, he has earned \$28 per hour.

2 24. About once per week, Plaintiff is not allowed to take his meal break within the first
3 five hours of work because he is required to escort various companies, such as United Rental, Hertz
4 Rental, and Alliance—who are on base to work on equipment. Whenever Plaintiff takes his lunch past
5 the fifth hour, his supervisor, Steve Vareo, makes him change his timecard to show that he took it
6 within the first five hours.

7 25. During the years 2019 or 2020, Plaintiff went from working eight hours per day, to ten
8 hours per day for one year. Plaintiff was never paid overtime for working over eight hours in one day
9 during this time period.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY OVERTIME WAGE**
12 **IN VIOLATION OF LABOR CODE § 510**
13 **(AGAINST ALL DEFENDANTS)**

14 26. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
15 though fully set forth herein.

16 27. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor
17 that are prohibited by the applicable wage order. California Labor Code § 1198 requires that “the
18 standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
19 employees. The employment of any employee . . . under conditions of labor prohibited by the order
20 is unlawful.”

21 28. Labor Code § 510 and the applicable IWC Wage Order required Defendants to pay
22 employees a rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours
23 in a workweek. Labor Code § 510 and the applicable IWC Wage Order further required Defendants
24 to pay employees working more than 12 hours in a day, overtime compensation at a rate of 2 times
25 their regular rate of pay, and 2 times their regular rate of pay for all hours worked in excess of 8
26 hours on the seventh consecutive day of a work in a workweek.

27 29. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
28 Code §510, 8 Code Regulations §§11010-11160, and the applicable IWC Wage Order.

1 30. At all relevant times, Defendants willfully failed to pay all overtime wages owed to
2 Plaintiff. At all relevant times, Plaintiff was not paid overtime premiums for all of the hours he
3 worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a
4 week.

5 31. At all relevant times herein, Defendants had, and continue to have, a company-wide
6 policy of failing to implement any policies to authorize and permit employees to take compliant meal
7 periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal
8 periods by assigning them a heavy workload and understaffing their facilities.

9 32. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods
10 even though they are aware that employees are entitled to such meal periods. As a result of this
11 company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff was not
12 always authorized and permitted to take uninterrupted 30-minute meal periods during shifts to which
13 he was entitled to receive a meal period. For example, Plaintiff regularly worked through meal periods
14 and had meal periods interrupted by supervisors and by work to meet expected targets.

15 33. At all relevant times, Defendants had no policy for scheduling second meal periods and
16 no practice of permitting Plaintiff to take second 30-minute meal periods. As a result, on days that
17 Plaintiff worked in excess of 10 hours, he was not provided with second 30-minute meal periods.

18 34. Defendants knew or should have known that, as a result of their policies and practices,
19 Plaintiff was performing some of his assigned duties off-the-clock and/or during unpaid meal periods,
20 and was suffered or permitted to perform work for which he was not paid. Because Plaintiff worked
21 shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock
22 work qualified for overtime premium pay. Therefore, Plaintiff was not paid overtime wages for all of
23 the overtime hours he actually worked. To the extent Plaintiff worked shifts in excess of 12 hours a
24 day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff was
25 not paid double time wages for all overtime hours he actually worked.

26 35. Defendants' failure to pay Plaintiff the balance of overtime compensation, as required
27 by California law, violates the provisions of California Labor Code §§ 510 and 1198. Pursuant to
28 California Labor Code § 1194, Plaintiff is entitled to recover his unpaid overtime compensation, as

1 well as interest, costs, and attorneys' fees.

2 36. Labor Code §558 (a) requires that any person acting on behalf of an employer who
3 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
4 underpaid employee for each pay period in which the employee was underpaid in addition to an
5 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
6 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid
7 employee for each pay period for which the employee was underpaid in addition to an amount
8 sufficient to recover the underpaid wages.

9 37. In addition to the above withheld overtime wages, Plaintiff is entitled to civil penalties
10 in this amount stated above based upon Defendants' underpayment of overtime wages. Defendants
11 violated Labor Code §558 on each of the past pay periods within the one-year preceding the filing of
12 this complaint, the first of which Defendants are penalized \$50.00, and the remainder of which
13 Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to
14 be proven at trial.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PROVIDE MEAL PERIODS**

17 **LABOR CODE §§ 226.7, 512 (a) and 1198**

18 **(AGAINST ALL DEFENDANTS)**

19 38. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
20 though fully set forth herein.

21 39. "An employer shall not employ an employee for a work period of more than five hours
22 per day without providing the employee with a meal period of not less than 30 minutes, except that if
23 the total work period per day of the employee is no more than six hours, the meal period may be
24 waived by mutual consent of both the employer and employee. An employer shall not employ an
25 employee for a work period of more than 10 hours per day without providing the employee with a
26 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
27 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
28 only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1-2001 to 16-

2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal Code Regs § 11170, § 9.

40. “An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

41. At all relevant times herein, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants had no policy and/or practice of scheduling meal periods for employees. As a result of Defendants’ policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

42. At all relevant times, Plaintiff regularly worked more than five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

43. At all relevant times, Defendants failed and refused to provide Plaintiff with uninterrupted meal periods during his work shifts, and failed to compensate him for missed meal periods, as required by Labor Code §§ 226.7, 512, and 1198 as well as the applicable sections of the Code of Regulations and Industrial Welfare Commission Orders.

44. Defendants did not provide Plaintiff with second 30-minute meal periods on days that he worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour shifts and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a second 30-minute meal period.

45. Plaintiff is also informed and believe that Defendants engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums to employees regardless

1 of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage
2 Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants failed to provide Plaintiff
3 compliant meal periods in violation of California Labor Code sections 226.7 and 512 and failed to
4 pay the full meal period premiums due.

5 46. As alleged herein, Plaintiff is not exempt from the meal period requirements of the
6 applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff is
7 owed one hour of pay at his regular hourly rate for each day that he was denied such meal periods.

8 47. At all relevant times, Defendants failed to provide Plaintiff with the statutory meal
9 period for those days on which he worked at least five hours. Consequently, Plaintiff is owed one hour
10 of pay at his regularly hourly rate then in effect for each day that he was denied such a meal period
11 pursuant to Labor Code §§ 226.7 and 512, plus interest thereon and costs of suit in an amount subject
12 to proof at trial.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

15 **IN VIOLATION OF LABOR CODE § 2802**

16 **(AGAINST ALL DEFENDANTS)**

17 48. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
18 though fully set forth herein.

19 49. An employer shall indemnify his or her employee for all necessary expenditures or
20 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
21 or her obedience to the directions of the employer.

22 50. From February 1, 2015 to the present date, Plaintiff has been required by Defendants
23 to purchase tools, and in fact did purchase tools in order to perform his duties.

24 51. From January 1, 2016 to November 1, 2016; January 1, 2017 to December 31, 2017;
25 and January 1, 2022 to the present date, Defendants failed to pay Plaintiff less than twice the minimum
26 wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS. § 11040, § 9(B), and
27 California Labor Code §§ 1182, 1194, 1194.2, and 1197.

28 52. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
2 indemnify Plaintiff for the reasonable expenses he incurred in the course of performing his duties.

3 53. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by his for
4 the purchase of the tools that were necessary for the performance of his job and which he was required
5 to purchase in an amount according to proof at trial.

6 54. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
7 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
8 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by him
9 enforcing the rights granted by Labor Code § 2802.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

12 **IN VIOLATION OF LABOR CODE §§ 226, 1174 and 1198**

13 **(AGAINST ALL DEFENDANTS)**

14 55. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
15 though fully set forth herein.

16 56. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
17 exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross
18 wages, total deductions net wages earned and name of the employer. An employer who violates these
19 code sections is liable to its employees for the greater of actual damages suffered by the employee, or
20 \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per
21 employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

22 57. At all relevant times, Defendants have knowingly and intentionally furnished their
23 employees with uniform, incomplete, and inaccurate wage statements.

24 58. Because Defendants failed to document and deducted time worked from Plaintiff's
25 wage statements and employment records for meal periods he did not actually receive, Defendants
26 unlawfully deducted wages earned and meal period premiums that should have been paid. Thus,
27 Defendants did not furnish wage statements to Plaintiff containing the correct amount of gross wages
28 earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor

1 Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or
2 accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226
3 (a) (9).

4 59. To the extent that Defendants paid any meal break premium and/or rest break premium
5 payments, Defendants failed to identify such payments on Plaintiff's wage statements and
6 employment records, and Defendants otherwise failed to provide information on the wage statements
7 sufficient to identify how many premium payments were paid during each pay period, the specific
8 dates worked giving rise to the premium payments owed, or to determine whether such premium
9 payments adequately and/or accurately compensated Plaintiff for any and all premiums owed.

10 60. Pursuant to the applicable IWC Wage Order, employers are required to keep accurate
11 time records showing when the employee begins and ends each work period and meal period, as well
12 as the total daily hours worked, total wages paid each payroll period, total hours worked in the payroll
13 period and applicable rates of pay.

14 61. California Labor Code section 1174 (d) provides that "every person employing labor
15 in this state shall ... keep a record showing the names and addresses of all employees employed and
16 the ages of all minors" and "keep, at a central location in the state or at the plants or establishments at
17 which employees are employed, payroll records showing the hours worked daily by and the wages
18 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
19 employed at the respective plants or establishments..."

20 62. At all relevant times, Defendants willfully failed to keep records of meal period start
21 and stop times, shift start and stop times, total hours worked in the payroll period and applicable hourly
22 rates of pay for Plaintiff as a result of failing to record the off-the-clock hours he worked during his
23 unpaid meal and rest periods in violation of section 1198 and 1174 (d).

24 63. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
25 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
26 employer for such violation. The term 'other person acting on behalf of an employer' is limited to a
27 natural person who is an owner, director, officer, or managing agent of the employer.

28 64. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused

1 by Defendants' failure to comply with California Labor Code section 226 (a), or an aggregate penalty
2 not exceeding \$4,000 as well as attorneys' fees and costs.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY WAGES**

5 **IN VIOLATION OF LABOR CODE § 204**

6 65. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
7 though fully set forth herein.

8 66. "All wages ... earned by any person in any employment are due and payable twice
9 during each calendar month, on days designated in advance by the employer as the regular paydays
10 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
11 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
12 the close of the payroll period." Lab. Code § 204.

13 67. "In addition to, and entirely independent and apart from, any other penalty provided in
14 this article, every person who fails to pay the wages of each employee as provided in Sections ... 204
15 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
16 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
17 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
18 amount unlawfully withheld." Lab. Code § 210.

19 68. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
20 by the seventh calendar day following the close of the payroll period. Indeed, as discussed above,
21 Plaintiff is owed wages for unpaid minimum wage, meal periods and unreimbursed business expenses.
22 At no time during his employment were these outstanding sums ever paid to him. Instead, these
23 outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid all
24 wages earned by the seventh calendar day following the close of his pay periods.

25 69. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
26 is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

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79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

80. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law.

81. Defendants' failure to obey the wage and hour laws plead herein, including violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

82. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public.

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

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of \$25,000, exclusive of interest and costs.

As to the First Cause of Action

(Unpaid Overtime)

2. That the Court adjudge, declare and decree that Defendants violated Labor Code §§ 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay overtime wages to Plaintiff;

3. For payment of unpaid overtime wages in an amount subject to proof;

4. For prejudgment interest at the legal rate from the date the obligation became due

1 through the date of judgment in this matter;

2 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
3 rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194 (a); and

4 6. For such other relief that the Court deems just and appropriate.

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

6 **(Failure to Provide Meal Periods)**

7 7. That the Court declare, adjudge, and decree that Defendants violated California Labor
8 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
9 failing to provide all meal periods to Plaintiff;

10 8. That the Court make an award to the Plaintiff of one hour of pay at his regular rate of
11 pay for each workday that a meal period was not provided;

12 9. For all actual, consequential, and incidental losses and damages, according to proof;

13 10. For premiums pursuant to California Labor Code section 226.7 (b);

14 11. For pre-judgment interest on any unpaid meal period premiums from the date such
15 amounts were due, or as otherwise provided by law;

16 12. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
17 as otherwise provided by law; and

18 13. For such other relief that the Court deems just and appropriate.

19 **As to the Third Cause of Action**

20 **(Unreimbursed Business Expenses)**

21 14. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802
22 by willfully failing to reimburse business expenses incurred by Plaintiff;

23 15. For unreimbursed business expenses and for all actual, consequential, and incidental
24 losses and damages, according to proof;

25 16. For interest at the same rate as judgments in civil actions, accruing from the date on
26 which Plaintiff incurred the necessary expenditures or losses pursuant to Labor Code § 2802;

27 17. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
28 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

1 18. For such other relief that the Court deems just and appropriate.

2 **As to the Fourth Cause of Action**

3 **(Noncompliant Wage Statements and Payroll Records)**

4 19. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
5 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
6 compliant, accurate itemized wage statements to Plaintiff and for failure to keep accurate payroll
7 records;

8 20. For consequential and incidental losses and damages according to proof;

9 21. For injunctive relief pursuant to Labor Code § 226 (h);

10 22. For statutory penalties pursuant to Labor Code § 226 (e);

11 23. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
12 rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

13 24. For such other relief that the Court deems just and appropriate.

14 **As to the Fifth Cause of Action**

15 **(Failure to Timely Pay Wages)**

16 25. That the Court declare, adjudge, and decree that Defendants violated California Labor
17 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
18 wages to Plaintiff;

19 26. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
20 withheld from Plaintiff;

21 27. For all actual, consequential, and incidental losses and damages, according to proof;

22 28. For pre-judgment interest on any unpaid wages from the date such amounts were due,
23 or as otherwise provided by law;

24 29. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
25 as otherwise provided by law; and

26 30. For such other relief that the Court deems just and appropriate.

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28 **As to the Sixth Cause of Action**

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Dated: February 8, 2023

By: 
Kelly M. Hatfield, Esq.
Attorney for Plaintiff

COPY

PIMENTEL LAW, P.C.

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Attorney for Plaintiff,
STEVEN TARANGO

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 01 2023

BY 
Jordyn Drake, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO, CENTRAL DISTRICT**

STEVEN TARANGO, an individual,

Plaintiff,

vs.

COMAV TECHNICAL SERVICES, LLC
AND CRAIG GARRICK and DOES 1
through 20 inclusive,
Defendants.

CASE NO. CIVSB2215599

Assigned to Hon. David Cohn in Dept. S26

**DECLARATION OF KELLY M. HATFIELD
IN SUPPORT OF THE JOINT
STIPULATION TO FILE FIRST AMENDED
COMPLAINT**

Complaint Filed: July 20, 2022

Trial Date: None

DECLARATION OF KELLY M. HATFIELD

I, Kelly M. Hatfield, declare as follows:

1. I am an attorney at law duly licensed to practice before the State Courts of California, and the attorney of record for Plaintiff in the above-entitled action.

2. I have personal knowledge of all facts contained within this declaration, except those that are stated upon information and belief.

3. If called to testify to any fact contained within this declaration, I would and could be competent to do so.

4. This Declaration is submitted pursuant to California Rule of Court (CRC) 3.770(a). Plaintiff hereby requests dismissal of Plaintiff's putative class action claims without prejudice.

5. Plaintiff filed a putative class action Complaint against Defendants COMAV

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STEVEN TARANGO

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 01 2023

BY 
Jordyn Drake, Deputy

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

STEVEN TARANGO, an individual,

Plaintiff,

vs.

COMAV TECHNICAL SERVICES, LLC AND
CRAIG GARRICK,

Defendants.

Case No. CIVSB2215599

Assigned to David Cohn in Dept.S26

PROOF OF SERVICE

Action Filed: July 20, 2022

Trial Date: None