

BIBIYAN LAW GROUP, P.C.

Molly A. DeSario (SBN 230763)

mdesario@tomorrowlaw.com

Calyn V. Hadlock (SBN 352401)

calyn@tomorrowlaw.com

Pavel Rukavishnikov (SBN 359245)

pavel@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, DAVID AGUILAR,
as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DAVID AGUILAR, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

TEXAS ROADHOUSE MANAGEMENT
CORP., a Kentucky stock corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CUB01083

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff David Aguilar (“Plaintiff”) or “Employee”), as an aggrieved employee, and on
2 behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Texas Roadhouse
7 Management Corp., a Kentucky stock corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“Texas Roadhouse”) as a proxy of the Labor and
9 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
10 all other current and former non-exempt employees of Defendants working within the Civil Penalty
11 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
12 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
13 Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 233, 234, 245, 246,
14 351, 353, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5,
15 1475, 1695.55, 1771, 1774, 1197, 1197.1, 1197.5, 2800, 2802, 2699, among others. Plaintiff seeks
16 to represent all employees of Texas Roadhouse Management Corp., and each of them, DOES 1
17 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
18 “Defendants” or “Employer”) working within three years preceding the date of filing Notice with
19 the LWDA and continuing past the date of the LWDA Notice filing into perpetuity (“Civil Penalty
20 Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
21 employees of Defendants working within the Civil Penalty Period. Collectively, those employees
22 shall be known as “Aggrieved Employees” herein.

23 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
24 of Civil Procedure section 410.10.

25 3. Venue is proper in Kern County, California pursuant to Code of Civil Procedure
26 sections 392, *et seq.* because, among other things, Kern County is where the causes of action
27 complained of herein arose; the county in which the employment relationship began; the county in
28 which performance of the employment contract, or part of it, between Plaintiff and Defendants was

1 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
2 and Defendants was actually performed; and the county in which Defendants, or some of them,
3 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
4 Employees in Kern County, and because Defendants employ Aggrieved Employees in Kern County.

5 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
6 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
7 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
8 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
9 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
10 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
11 Penalty Period.

12 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
13 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
14 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
15 PAGA allegations described herein is not required.

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 233, 234, 245, 246, 351, 353, 432,
18 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1475, 1695.55,
19 1771, 1774, 1197, 1197.1, 2800, 2802, 2699, among others.

20 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
21 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved s within the Civil
22 Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures specified
23 in Labor Code section 2699.3.

24 8. On or around February 18, 2025, Plaintiff provided written amended notice pursuant
25 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
26 Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to
27 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
28 them. On February 13, 2025, Plaintiff provided an initial notice pursuant to Labor Code section

1 2699.3.

2 9. To the extent Defendants, or either of them, previously used the notice and cure
3 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
4 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
5 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
6 conference process pursuant to section 2699.3(f).

7 10. In the event that Defendants, or either of them, is/are determined to have satisfied
8 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
9 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
10 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

11 11. In the event that Defendants, or either of them, is/are determined to have, prior to
12 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
13 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
14 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
15 2699(g)(1)-(3).

16 12. In the event that Defendants, or either of them is/are deemed to have adequately taken
17 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
18 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
19 Code section 2699(h)(1)-(3).

20 13. Plaintiff is further informed and believes that within five (5) years of any of
21 violations described above, the LWDA or a court has issued a finding or determination to the
22 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
23 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
24 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
25 was/were found to have unlawfully committed some or all of the above-related Labor Code
26 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
27 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
28 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the

1 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
2 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
3 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
4 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
5 violations either prior to or after the Employer's receipt of this notice.

6 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
7 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
8 calendar days of the February 18, 2025 postmarked date of the herein-described amended notice
9 sent by Plaintiff to the LWDA and Defendants.

10 **PAGA REPRESENTATIVE ALLEGATIONS**

11 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
13 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
14 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
15 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
16 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
17 clock, including, without limitation, by: requiring employees: to don and doff uniforms and/or
18 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or
19 drive off the clock all to the detriment of Employee and other Aggrieved Employees. Consequently,
20 Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code
21 sections 223, 510, 551, 552, 1194, 1198 and applicable Wage Orders based on its practice of
22 providing total compensation that is less than the required legal overtime compensation for the
23 overtime worked, entitling Employee and other aggrieved employees to damages, including, without
24 limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
25 Employee during the Civil Penalty Period. Employee further informed and believes, and based
26 thereon alleges, that Employer's conduct above gave rise to such violations was malicious,
27 fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code
28 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under

1 sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(ii).

3 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
4 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
5 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
6 control every day as a result of, without limitation, failing to accurately track and/or pay for all
7 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
8 including, without limitation, by requiring employees: to don and doff uniforms and/or safety
9 equipment off the clock, to attend company meetings off the clock, to make phone calls, receive
10 and respond to emails and/or texts, or drive off-the-clock. As such, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
12 sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay
13 minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees personally
14 suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to actual
15 and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to
16 compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the
17 Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
20 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
25 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
26 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
27 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
28 periods; not providing timely meal periods; failing to provide first and second meal periods;

1 providing short meal periods, including without, limitation meal periods that were recorded for less
2 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
3 but in practice were shorter than thirty minutes due to walking time . Plaintiff and other Aggrieved
4 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
5 and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for
6 each Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee
7 was owed one hour of premium pay at their regular rate of pay for each day worked during the Civil
8 Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
9 those premium payments under Labor Code section 226.7 were not made, either, for these non-
10 compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would thus be
11 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
12 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
13 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
14 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
15 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
16 Employer would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
20 including, without limitation, work over four-hour periods (or major fractions thereof) without
21 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
22 and complete ten-minute rest periods in which the employees are completely relieved of all of their
23 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
24 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
25 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
26 than ten uninterrupted minutes due to, not providing rest periods in a timely fashion; and not
27 permitting employees to leave the premises. Employee and other Aggrieved Employees personally
28 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon

1 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
2 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
3 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
4 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
5 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
6 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
8 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
9 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
10 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
11 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
12 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
13 to Labor Code section 2699(f)(2)(B)(ii).

14 19. As a result of, among other things, Defendants' herein-described policy or practice
15 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
16 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
17 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
18 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
19 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
20 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
21 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
22 name of the employee and only the last four digits of their social security number or an employee
23 identification number other than a social security number; all deductions; all applicable hourly rates
24 in effect during the pay period and the corresponding number of hours worked at each hourly rate
25 by the employee; Texas Roadhouse Management Corporation. and other such information as
26 required by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed
27 to furnish employees with itemized wage statements that accurately reflect the hours worked by
28 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have

1 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
2 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
3 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
4 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee
5 and each Aggrieved Employee personally suffered these violations and was owed penalties under
6 Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is informed
7 and believes that those penalties under Labor Code section 226 were not paid for these violations of
8 Labor Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code
9 sections 226.3, 558, 1198, and 2699. Plaintiff is further informed and believes, and based thereon
10 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
11 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
12 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
13 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
15 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
16 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
17 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
18 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
19 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
20 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
21 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
22 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
23 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
24 informed and believes that those penalties under Labor Code section 203 were not made for these
25 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
26 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
27 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
28 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).

1 Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 21. Plaintiff is informed and believes, and based thereon alleges that Defendants also
4 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
6 uniforms, separately laundering mandatory uniforms, and for the purchase of tools , in direct
7 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
8 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
9 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
10 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
11 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
12 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
13 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
14 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
15 Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 22. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
18 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
19 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
20 of any calendar month shall be paid for between the 16th and 26th day of the month during which
21 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
22 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
23 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
24 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
25 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
26 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
27 personally suffered these violations. Plaintiff further informed and believes, and based thereon
28 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or

1 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
2 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
3 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 23. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
6 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
7 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
8 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
9 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
10 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
11 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
15 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
16 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
17 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
18 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
19 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
20 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
21 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
22 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
23 card payment processing fees that may be charged to the employer by the credit card company by
24 not later than the regular payday following the date the patron authorized the credit card. In addition,
25 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
26 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
27 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
28 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto

1 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
2 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
3 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
4 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
5 pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 25. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
7 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees
8 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified
9 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
10 required to be provided pursuant to California and local laws. Plaintiff is further informed and
11 believes that the sick pay was not provided at the proper regular of pay as required under California
12 law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes
13 that Defendants also did not permit its use upon request by Defendants and other Aggrieved
14 Employees as contemplated under California and local laws, including, without limitation, under
15 Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or
16 domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice
17 requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll
18 or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these
19 Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved
20 Employees have personally suffered violations under these sections and Defendants would be liable
21 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198
22 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and
23 costs. Employee further informed and believes, and based thereon alleges, that Defendants' conduct
24 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
25 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 26. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
27 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
28 statements and similar payroll documents under Labor Code section 226, documents signed to

1 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
2 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
3 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff and
4 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
5 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
6 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
7 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
8 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
11 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
12 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to
13 Employee and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or
14 Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the
15 wages due to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff
16 is informed and believes, and based thereon alleges, that Defendants permit and/or permitted patrons
17 to pay gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full
18 amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for
19 any credit card payment processing fees that may be charged to the employer by the credit card
20 company by not later than the regular payday following the date the patron authorized the credit
21 card. In addition, Defendants failed to keep accurate records of all gratuities received by Defendants
22 and made those open to inspection at all reasonable hours. Plaintiff is informed and believes that
23 this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor
24 Code sections 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered
25 violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections
26 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
27 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
28

1 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
2 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 28. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
6 Employees pursuant to PAGA.

7 **PARTIES**

8 **A. Plaintiff**

9 29. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
10 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
11 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
12 approximately July of 2023 through at least December of 2024.

13 **B. Defendants**

14 30. Plaintiff (Employee) is informed and believes and based thereon alleges that
15 defendant Texas Roadhouse is, and at all times relevant hereto was, a corporation organized and
16 existing under and by virtue of the laws of the State of Kentucky and doing business in the County
17 of Kern, State of California.

18 31. The true names and capacities, whether individual, corporate, associate, or otherwise,
19 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
20 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
21 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
22 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
23 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
24 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
25 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
26 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
27 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
28 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants" or

1 “Employer” it shall include Texas Roadhouse, and any of their parent, subsidiary, or affiliated
2 companies within the State of California, as well as DOES 1 through 100 identified herein.

3 **JOINT LIABILITY ALLEGATIONS**

4 32. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 mentioned herein, each of the defendants was the agent, principal, employee, employer,
6 representative, joint venture or co-conspirator of each of the other defendants, either actually or
7 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
8 employment, joint venture, and conspiracy.

9 33. All of the acts and conduct described herein of each and every corporate defendant
10 was duly authorized, ordered, and directed by the respective and collective defendant corporate
11 employers, and the officers and management-level employees of said corporate employers. In
12 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
13 their said employees, agents, and representatives, and each of them; and upon completion of the
14 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
15 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
16 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
17 aforementioned corporate employees, agents and representatives.

18 34. Plaintiff is informed and believes, and based thereon alleges, that despite the
19 formation of the purported corporate existence of Texas Roadhouse and DOES 1 through 50,
20 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
21 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
22 reasons:

23 a. The Alter Ego Defendants are completely dominated and controlled by the
24 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
25 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
26 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
27 inequitable purpose;

28 b. The Individual Defendants derive actual and significant monetary benefits by

1 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
2 the funding source for the Individual Defendants' own personal expenditures;

3 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
4 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
5 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
6 accomplishing some other wrongful or inequitable purpose;

7 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
8 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
9 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
10 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
11 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
12 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
13 herein were, the alter egos of the Individual Defendants;

14 e. The recognition of the separate existence of the Individual Defendants from
15 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
16 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
17 and other statutory violations. The corporate existence of these defendants should thus be
18 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
19 and injustice to Plaintiff herein;

20 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
21 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
22 disregarded.

23 35. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
24 thereon alleges that Defendants, and each of them, are joint employers.

25 36. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
26 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
27 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
28 violations described herein, or some of them.

1 **FIRST AND ONLY CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

3 37. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

5 **Civil Penalties Under Labor Code § 210**

6 38. At all relevant times herein, Labor Code section 204, requires and required that:
7 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
8 between the 16th and 26th day of the month during which the labor was performed, and labor
9 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
10 between the 1st and 10th day of the following month.”

11 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

18 40. At all relevant times herein, Defendants have had a consistent policy or practice of
19 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
20 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
21 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
22 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
23 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
24 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
25 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
26 violation in connection with each payment that was made in violation of Labor Code section 204.

27 **Civil Penalties Under Labor Code § 226.3**

28 41. Defendants had and have a policy or practice of failing to comply with Labor Code

1 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
2 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
3 wages earned; the name and address of each employer with whom they have been placed to work;
4 all applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
6 entity securing the employer's services if the employer is a farm labor contractor; and other such
7 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
8 to the extent it does not include for piece-rate work the information required therein including,
9 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
10 productive time and rest and recovery periods

11 42. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
12 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
13 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
14 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

16 43. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
17 this section are in addition to any other penalty provided by law."

18 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
20 statements as set forth in the preceding paragraphs.

21 45. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
22 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
23 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
24 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
25 period for each subsequent violation.

26 Violation of Labor Code § 558

27 46. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

3 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
4 pay period for which the employee was underpaid in addition to an amount sufficient
5 to recover underpaid wages;

6 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
7 employee for each pay period for which the employee was underpaid in addition to
8 an amount sufficient to recover underpaid wages;

9 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

10 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
12 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
13 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
14 regular payday designated by employer, the name of the employer, including any “doing business
15 as” names used, the name, address, and telephone number of the workers’ compensation insurance
16 carrier, information regarding paid sick leave, and other pertinent information.

17 48. As a direct and proximate result of the herein-described Labor Code violations,
18 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
19 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
20 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
21 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

22 Violation of Labor Code § 1174.5

23 49. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
24 every person employing labor in California to “[a]llow any member of the commission or the
25 employees of the Division of Labor Standards Enforcement free access to the place of business or
26 employment of the person to secure any information or make any investigation that they are
27 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
28 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,

1 or papers of the person.”

2 50. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
3 every person employing labor in California to “[k]eep a record showing the names and addresses of
4 all employees employed and the ages of all minors.”

5 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
6 every person employing labor in California to “[k]eep, at a central location in the state or at the
7 plants or establishments at which employees are employed, payroll records showing the hours
8 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
9 piece rate paid to, employees employed at the respective plants or establishments. These records
10 shall be kept in accordance with rules established for this purpose by the commission, but in any
11 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
12 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
13 earned.”

14 52. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
15 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
16 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
17 member of the commission or employees of the division to inspect records pursuant to subdivision
18 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

19 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
20 willfully failed to keep adequate or accurate time records including wage statements and similar
21 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
22 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
23 under Labor Code section 1174.

24 54. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
26 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
27 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

28 ///

Violation of Labor Code § 1197.1

55. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,

1 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

2 57. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
4 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
5 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
6 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
7 subsequent violation.

8 Civil Penalties Under Labor Code § 2699

9 58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
10 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
11 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
12 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
13 action brought by an aggrieved employee on behalf of himself or herself and other current or former
14 employees pursuant to the procedures specified in Labor Code section 2699.3.

15 59. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
16 each of them, violated the Labor Code sections described in the preceding paragraphs.

17 60. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
18 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
19 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
20 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

21 61. Moreover, Plaintiff and other Aggrieved Employees within the State of California
22 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
23 connection with their herein-described claims for civil penalties.

24 **PRAYER**

25 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
26 judgment against Defendants as follows:

- 27 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
28 1174.5, 1197.1, and 2699;

- 1 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226.3, 558, 1174.5, 1197.1, and 2699;
3 C. For equitable, including, without limitation, injunctive relief;
4 C. Pre-judgment and post-judgment interest;
5 D. For costs of suit incurred herein; and
6 E. Such other and further relief as the Court deems just and proper.

7 Dated: December 23, 2025

BIBIYAN LAW GROUP, P.C.

8
9 BY: /s/ Pavel Rukavishnikov

10 MOLLY A. DESARIO

11 CALYN V. HADLOCK

PAVEL RUKAVISHNIKOV

12 Attorneys for Plaintiff DAVID AGUILAR, as
13 an aggrieved employee, and on behalf of all
14 other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,
15
16
17
18
19
20
21
22
23
24
25
26
27
28