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similarly situated.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
1/5/2026 8:40 AM
By: Matthew Stutte, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANDREW TARIGAN and IRENE JONES
MCCRAY, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

GARDAWORLD SECURITY SERVICES
OF CALIFORNIA, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. CIVSB2527420

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.*; and
9. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

1 Plaintiffs Andrew Tarigan and Irene Jones McCray, individually and on behalf of others
2 similarly situated, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Andrew Tarigan and Irene Jones McCray (“Plaintiffs”) bring this
5 individual and representative action pursuant to the Private Attorneys General Act of 2004, Cal.
6 Lab. Code. § 2698 *et seq.*, against defendants Chipotle Services, LLC; and DOES 1 through 20,
7 inclusive (collectively, “Defendants”), on Plaintiffs’ own behalf and on behalf of California
8 citizens who are and were employed by any of the Defendants as non-exempt employees.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiffs allege that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiffs are informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiffs seek monetary relief against Defendants on behalf of Plaintiffs and all
25 others similarly situated in California to recover, among other things, unpaid wages, un-
26 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
27 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510,
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1 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*,
2 and Code of California Civil Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. The monetary damages and restitution sought by Plaintiffs exceed the minimal
5 jurisdictional limits of the Superior Court and will be established according to proof at trial.

6 7. This Court has jurisdiction over this action pursuant to the California
7 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
8 except those given by statutes to other courts. The statutes under which this action is brought do
9 not specify any other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play and
14 substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
17 took place in this county.

18 **THE PARTIES**

19 10. Plaintiffs are residents of California and worked for Defendants during the
20 relevant time periods as alleged herein.

21 11. Plaintiffs are informed and believe, and thereon allege that at all times hereinafter
22 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
23 employers, whose employees were and are engaged throughout this county and the State of
24 California.

25 12. Plaintiffs are unaware of the true names or capacities of the defendants sued
26 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend
27 this Complaint and serve such fictitiously named defendants once their names and capacities
28 become known.

1 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiffs and the aggrieved employees.

9 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
10 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
11 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
12 the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiffs are informed and believe, and thereon allege, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
23 California residents as non-exempt employees throughout California at Defendants' California
24 business location(s).

25 19. Defendants continue to employ employees within California.

26 20. Plaintiffs are informed and believe, and thereon allege, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
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1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and Aggrieved employees were entitled to receive wages for
5 all time worked (including minimum wages and overtime wages) and that they were not
6 receiving all wages earned for work that was required to be performed. In violation of the Labor
7 Code and IWC Wage Orders, Plaintiffs and Aggrieved employees were not paid all wages
8 (including minimum wages and overtime wages) for all hours worked at the correct rate and
9 within the correct time.

10 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
11 should have known that Plaintiffs and Aggrieved employees were entitled to receive all required
12 meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved
13 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
14 violation of the Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved employees did not
15 receive all meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved
16 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

17 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and Aggrieved employees were entitled to receive all rest
19 breaks or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved employees'
20 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
21 Code and IWC Wage Orders, Plaintiffs and Aggrieved employees did not receive all rest breaks
22 or payment of one (1) additional hour of pay at Plaintiffs' and Aggrieved employees' regular rate
23 of pay when a rest break was missed, late, or interrupted.

24 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs and Aggrieved employees were entitled to reimbursement
26 and/or indemnification for all necessary business expenditures or losses as a direct consequence
27 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
28 of the Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved employees incurred

1 necessary business expenses or losses, but were not reimbursed nor indemnified of such
2 expenses or losses that were incurred as a direct consequence of the discharge of their duties, or
3 of their obedience to the directions of Defendants.

4 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Plaintiffs and Aggrieved employees were entitled to receive itemized
6 wage statements that accurately showed the following information pursuant to the Labor Code:
7 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
8 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
9 deductions, provided that all deductions made on written orders of the employee may be
10 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
11 which the employee is paid; (7) the name of the employee and only the last four digits of his or
12 her social security number or an employee identification number other than a social security
13 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at
15 each hourly rate by the employee. In violation of the Labor Code, Plaintiffs and Aggrieved
16 employees were not provided with accurate itemized wage statements.

17 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and Aggrieved employees were entitled to timely payment of
19 wages due upon separation of employment. In violation of the Labor Code, Plaintiffs and
20 Aggrieved employees did not receive payment of all wages within the permissible time periods.

21 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known they had a duty to compensate Plaintiffs and Aggrieved employees, and
23 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
24 intentionally failed to do so in order to increase Defendants' profits.

25 28. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief
26 against Defendants on Plaintiffs' own behalf and on behalf of all Aggrieved employees to
27 recover, among other things, unpaid wages (including minimum wages and overtime wages),
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1 unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed
2 business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 29. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
7 though fully set forth herein.

8 30. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
9 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed is unlawful.

11 31. Plaintiffs were employees entitled to the protections of Labor Code §§ 1194 and
12 1197.

13 32. During the relevant time period, Defendants failed to pay Plaintiffs all wages
14 owed when Defendants did not pay minimum wage for all hours worked.

15 33. During the relevant time period, Defendants failed to pay at least minimum wage
16 to Plaintiffs for all hours worked pursuant to Labor Code §§ 1194 and 1197.

17 34. Defendants' failure to pay Plaintiffs the required minimum wage violates Labor
18 Code §§ 1194 and 1197. Pursuant to these sections, Plaintiffs are entitled to recover the unpaid
19 balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

20 35. Pursuant to Labor Code § 1194.2, Plaintiffs are entitled to recover liquidated
21 damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

24 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

25 36. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
26 though fully set forth herein.

27 37. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
28 unlawful to employ persons without compensating them at a rate of pay either one and one-half

1 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
2 worked by the person on a daily or weekly basis.

3 38. Specifically, the applicable IWC Wage Orders provide that Defendants are and
4 were required to pay overtime compensation to Plaintiffs at the rate of one and one-half times
5 (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours
6 in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on
7 the seventh day of work in a workweek.

8 39. The applicable IWC Wage Orders further provide that Defendants are and were
9 required to pay overtime compensation to Plaintiffs at a rate of two times their regular rate of pay
10 when working and for all hours worked in excess of twelve (12) hours in a day or in excess of
11 eight (8) hours on the seventh day of work in a workweek.

12 40. California Labor Code § 510 codifies the right to overtime compensation at one
13 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
14 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
15 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
16 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
17 seventh day of work in a workweek.

18 41. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
19 of more than six days in a workweek is only permissible if the employer pays proper overtime
20 compensation as set forth herein.

21 42. Plaintiffs were employees entitled to the protections of California Labor Code
22 §§ 510 and 1194.

23 43. During the relevant time period, Defendants required Plaintiffs to work in excess
24 of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of
25 work, entitling them to overtime wages.

26 44. During the relevant time period, Defendants failed to pay Plaintiffs overtime
27 wages for all overtime hours worked. To the extent these hours qualify for the payment of
28 overtime wages, Plaintiffs were not paid proper overtime wages.

45. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiffs for all wages earned and all hours worked.

46. Defendants' failure to pay Plaintiffs the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

47. Pursuant to Labor Code § 1194, Plaintiffs are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

48. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

49. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

50. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

51. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours in a day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

52. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no

1 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
2 employer and the employee only if the first meal period was not waived.

3 53. During the relevant time period, Plaintiffs worked more than five (5) or ten (10)
4 hours and did not receive all compliant meal periods because their meal periods were missed,
5 late, short, interrupted, and/or they were not permitted to take a second meal period.

6 54. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
7 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
8 compensation for each work day that a compliant meal period is not provided.

9 55. At all relevant times, Defendants failed to pay Plaintiffs meal period premiums
10 for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of
11 the applicable IWC Wage Order.

12 56. As a result of Defendants' failure to pay Plaintiffs an additional hour of pay for
13 each day a compliant meal period was not provided, Plaintiffs suffered and continue to suffer a
14 loss of wages and compensation.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PERMIT REST BREAKS**

17 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

18 57. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
19 though fully set forth herein.

20 58. Labor Code § 226.7(a) provides that no employer shall require an employee to
21 work during any rest period mandated by the IWC Wage Orders.

22 59. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
23 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
24 the middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the
25 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
26 fraction thereof[.]" unless the total daily work time is less than three and one-half (3½) hours.

27 60. During the relevant time period, Plaintiffs did not receive all ten (10) minute rest
28 periods for every four (4) hours or major fraction thereof worked, including working in excess of

1 ten (10) hours, because they were required to work through their rest periods and/or were not
2 authorized to take their rest periods.

3 61. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
4 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
5 compensation for each work day that a compliant rest period is not provided.

6 62. At all relevant times, Defendants failed to pay Plaintiffs rest period premiums for
7 missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of
8 the applicable IWC Wage Order.

9 63. As a result of Defendants' failure to pay Plaintiffs an additional hour of pay for
10 each day a compliant rest period was not provided, Plaintiffs suffered and continue to suffer a
11 loss of wages and compensation.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

14 (Violation of Labor Code §§ 2800, 2802)

15 64. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
16 though fully set forth herein.

17 65. Labor Code § 2800 states that "[a]n employer shall in all cases indemnify his
18 employee for losses caused by the employer's want of ordinary care."

19 66. Labor Code § 2802(a) states that "[a]n employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
22 the employer"

23 67. Labor Code § 2802(b) states that "[a]ll awards made by a court . . . for
24 reimbursement of necessary expenditures under this section shall carry interest at the same rate
25 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
26 the necessary expenditure or loss."

68. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

69. During the relevant time period, Plaintiffs incurred necessary business-related costs that were not fully reimbursed by Defendants.

70. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiffs for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiffs' work and job duties.

71. As a direct result, Plaintiffs have suffered and continue to suffer losses, and therefore seek complete reimbursement and indemnification of necessary business expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

72. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

73. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 74. During the relevant time period, Defendants have knowingly and intentionally
2 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs.
3 The deficiencies include, among other things, the failure to correctly state the gross and net
4 wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours
5 worked at each hourly rate by Plaintiffs.

6 75. As a result of Defendants' knowing and intentional failure to comply with Labor
7 Code § 226(a), Plaintiffs have suffered injury and damage to their statutorily-protected
8 rights. Specifically, Plaintiffs are deemed to suffer an injury pursuant to Labor Code § 226(e)
9 where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiffs were denied
10 both their legal right to receive, and their protected interest in receiving, accurate itemized wage
11 statements under Labor Code § 226(a). In addition, because Defendants failed to provide the
12 accurate rates of pay on wage statements, Defendants prevented Plaintiffs from determining if all
13 hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiffs had
14 to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiffs
15 to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur
16 these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay.
17 This has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from
18 Defendants.

19 76. Plaintiffs are entitled to recover from Defendants the greater of all actual damages
20 caused by Defendants' failure to comply with Labor Code § 226(a) or fifty dollars (\$50.00) for
21 the initial pay period in which a violation occurred and one hundred dollars (\$100.00) per
22 employee for each violation in subsequent pay periods in an amount not exceeding four thousand
23 dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

24 77. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs
25 from knowing, understanding, and disputing the wages paid to them and resulted in an
26 unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
27 intentional failure to comply with California Labor Code § 226(a), Plaintiffs have suffered an
28 injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

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1 84. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
2 though fully set forth herein.

3 85. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
4 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
5 . .”

6 86. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
7 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
8 and practices violated state law, causing Plaintiffs to suffer and continue to suffer injuries-in-
9 fact.

10 87. Defendants’ policies and practices violated state law in at least the following
11 respects:

12 (a) Failing to pay all wages earned (including minimum wage and overtime
13 wages) to Plaintiffs at the proper rate and in a timely manner in violation
14 of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.

15 (b) Failing to provide compliant meal periods without paying Plaintiffs
16 premium wages for every day said meal periods were not provided in
17 violation of Labor Code §§ 226.7 and 512.

18 (c) Failing to authorize or permit compliant rest breaks without paying
19 Plaintiffs premium wages for every day said rest breaks were not
20 authorized or permitted in violation of Labor Code § 226.7.

21 (d) Failing to reimburse Plaintiffs for necessary business-related expenses in
22 violation of Labor Code §§ 2800 and 2802.

23 (e) Failing to provide Plaintiffs with accurate itemized wage statements in
24 violation of Labor Code § 226.

25 (f) Failing to timely pay all earned wages to Plaintiffs upon separation of
26 employment in violation of Labor Code §§ 201, 202, and 203.

27 88. As alleged herein, Defendants systematically engaged in unlawful conduct in
28 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages

1 (minimum and overtime wages), failing to provide meal periods and rest breaks or
2 compensation in lieu thereof, failing to reimburse necessary business-related costs and
3 expenses, failing to furnish accurate wage statements, and failing to pay all wages due and
4 owing upon separation of employment in a timely manner to Plaintiffs, all in order to decrease
5 their costs of doing business and increase their profits.

6 89. At all relevant times herein, Defendants held themselves out to Plaintiffs as being
7 knowledgeable concerning the labor and employment laws of California.

8 90. At all times relevant herein, Defendants intentionally avoided paying Plaintiffs
9 wages and monies, thereby creating for Defendants an artificially lower cost of doing business
10 in order to undercut their competitors and establish and/or gain a greater foothold in the
11 marketplace.

12 91. By violating the foregoing statutes and regulations as herein alleged, Defendants'
13 acts constitute unfair and unlawful business practices under California Business and Professions
14 Code §§ 17200, *et seq.*

15 92. As a result of the unfair and unlawful business practices of Defendants as alleged
16 herein, Plaintiffs are entitled to injunctive relief, disgorgement, and restitution in an amount to
17 be shown according to proof at trial.

18 93. Plaintiffs seek to enforce important rights affecting the public interest within the
19 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
20 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs and the general
21 public. Based on Defendants' conduct as alleged herein, Plaintiffs are entitled to an award of
22 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

23 TENTH CAUSE OF ACTION

24 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

25 94. Plaintiff Tarigan hereby re-alleges and incorporate by reference the previous
26 paragraphs as though fully set forth herein.

27 95. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
28 for a civil penalty to be assessed and collected by the Labor and Workforce Development

1 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
2 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
3 action brought by an aggrieved employee on behalf of himself or herself and other current or
4 former employees pursuant to the procedures specified in Labor Code § 2699.3.

5 96. For all provisions of the Labor Code except those for which a civil penalty is
6 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
7 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
8 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
9 period in which Defendants violated these provisions of the Labor Code.

10 97. Defendants' conduct violates numerous Wage Order and Labor Code sections,
11 including, but not limited to, the following:

- 12 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12,
13 1194, 1197, and 1198 for failure to timely pay all earned wages
14 (including minimum wage and overtime wages) owed to Plaintiff Tarigan
15 and other aggrieved employees during employment and upon separation
16 of employment as herein alleged;
- 17 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
18 periods to Plaintiff Tarigan and other aggrieved employees and failure to
19 pay premium wages for missed meal periods as herein alleged;
- 20 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
21 Plaintiff Tarigan and other aggrieved employees and failure to pay
22 premium wages for missed rest periods as herein alleged;
- 23 d. violation of Labor Code § 226 for failure to provide accurate itemized
24 wage statements to Plaintiff Tarigan and other aggrieved employees as
25 herein alleged;
- 26 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
27 accurate and complete records showing, among other things, the hours
28

1 worked daily by and the wages paid to Plaintiff Tarigan and other
2 aggrieved employees; and

3 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
4 Plaintiff Tarigan and other aggrieved employees for necessary business
5 expenses as herein alleged.

6 98. Plaintiff Tarigan is an “aggrieved employee” because he was employed by the
7 alleged violator and had one or more of the violations committed against him, and therefore is
8 properly suited to represent the interests of all other aggrieved employees.

9 99. Plaintiff Tarigan has exhausted the procedural requirements under Labor Code §
10 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
11 himself and all other aggrieved employees under PAGA.

12 100. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff Tarigan is
13 entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code
14 sections cited above.

15 101. For bringing this action, Plaintiff Tarigan is entitled to attorney’s fees and costs
16 incurred herein.

17 **PRAYER FOR RELIEF**

18 On Plaintiffs’ own behalf and on behalf of all others similarly situated, Plaintiffs pray
19 for relief and judgment against Defendants, jointly and severally, as follows:

- 20 1. For compensatory damages in an amount according to proof at trial;
- 21 2. For an award of damages in the amount of unpaid compensation including, but
22 not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
- 23 3. For economic and/or special damages in an amount according to proof at trial;
- 24 4. For liquidated damages pursuant to Labor Code § 1194.2;
- 25 5. For statutory penalties to the extent permitted by law, including those pursuant to
26 the Labor Code and IWC Wage Orders;
- 27 6. For injunctive relief as provided by the California Labor Code and California
28 Business and Professions Code §§ 17200, *et seq.*;

- 1 7. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 2 8. For an order requiring Defendants to restore and disgorge all funds to each
- 3 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
- 4 or fraudulent and, therefore, constituting unfair competition under Business and Professions
- 5 Code §§ 17200, *et seq.*;
- 6 9. For pre-judgment interest;
- 7 10. For civil penalties;
- 8 11. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
- 9 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
- 10 226(e), 1194, and 2698 *et seq.*; and
- 11 12. For such other relief as the Court deems just and proper.

12

13 Dated: January 5, 2026

AEGIS LAW FIRM, PC

14

15 By:  _____

16 Jessica L. Campbell

17 Attorneys for Plaintiffs

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