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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

09/29/2025
Clerk of the Court
BY: WILMA CORRALES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

GEPSEER VASQUEZ SAMAYOA, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

SENIORE'S PIZZA S.F., Inc., doing business as
SENIORE'S PIZZA, a California Corporation;
MAROAN JABER, an individual, and DOES 1-
50, inclusive,

Defendants.

Case No.: **CGC-25-629702**

CLASS ACTION

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF,
RESTITUTION, AND DAMAGES FOR
VIOLATIONS OF THE CALIFORNIA
LABOR CODE, WAGE ORDERS,
PRIVATE ATTORNEY GENERAL
ACT, AND BUSINESS AND
PROFESSIONS CODE**

TRIAL BY JURY DEMANDED

Plaintiff GEPSEER VASQUEZ SAMAYOA ("Plaintiff"), on behalf of himself and all others
similarly situated hereby complains and alleges as follows:

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INTRODUCTION

1. Pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 382, Plaintiff on behalf of himself and all other similarly situated (collectively “Class Members” or “Class”) brings this class action lawsuit against Defendant SENIORE’S PIZZA S.F., INC., doing business as SENIORE’S PIZZA, a California Corporation, MAROAN JABER, an individual, and Does 1 through 50 (collectively “SENIORE’S” or “Defendants”) arising out of Defendants’ failure to pay Plaintiff and non-exempt hourly employees for all time worked, including minimum wages and overtime, failing to provide their non-exempt hourly employees with legally compliant meal and rest periods, failure to maintain required records, failure to provide accurate itemized wage statements, failure to provide written notice of available sick leave and failure to pay Plaintiff and Class Members for days of work that they missed because they were sick.

2. As a result of these violations, Defendants are also liable for various other penalties under the Labor Code, and for violation of the Unfair Business Practices Act (“UCL”), Business and Professions Code §§17200, *et seq.*

3. Plaintiff, on behalf of himself and all other similarly situated current and former non-exempt employees of Defendants (“Class Members” or the “Class”), seeks full compensation for all unpaid wages, unpaid overtime, denied and non-compliant rest and meal periods. Plaintiff further seeks penalties on behalf of himself and the proposed Class for Defendants’ violations of the Labor Code and California Industrial Welfare Commission (“IWC”) wage orders. Plaintiff also seeks declaratory and injunctive relief, including restitution. Finally, Plaintiff seeks reasonable attorneys’ fees and costs under the Labor Code and Code of Civil Procedure §1021.5.

PARTIES

4. Plaintiff Gepser Vasquez Samayoa (“Samayoa”) at all times relevant to this Complaint, lived and worked in San Francisco County, California. Defendants employed Plaintiff as a non-exempt hourly employee performing food preparation duties including cutting cheese, preparing pizzas, salsa, and vegetables, and related duties from approximately November 2008 until the present. Plaintiff

1 worked at Defendants' Seniore's Pizza restaurant located 2415 19th Ave. in San Francisco, California.
2 At all relevant times, Plaintiff has been an "employee" as that term is used in the California Labor Code
3 and the IWC wage orders regulating wages, hours and working conditions.

4 5. Defendant Seniore's Pizza S.F., Inc., doing business as Seniore's Pizza is a California
5 corporation. On information and belief, Seniore's Pizza S.F., Inc., owns and operates Seniore's Pizza
6 located at 2415 19th Avenue, San Francisco, CA ("19th Ave. Seniore's") and does business in San
7 Francisco, California.

8 6. Defendant MAROAN JABER ("JABER") is an individual and resident of the State of
9 California and was named as Seniore's Pizza S.F., Inc.'s Chief Executive Officer, Secretary, and Chief
10 Financial Officer with the California Secretary of State.

11 7. Defendants employed Plaintiff and other Class Members during the relevant time period
12 commencing at least four (4) years prior to the filing of this action and continuing through the present
13 (the "Class Period").

14 8. Defendants DOES 1 through 50 are persons or entities whose true names and capacities
15 are presently unknown to Plaintiff, who therefore sues them by such fictitious names. Plaintiff is
16 informed and believes, and on that basis alleges, that each of the Doe Defendants perpetrated some or
17 all of the wrongful acts alleged herein, are responsible in some manner for the matters alleged herein
18 and are jointly and severally liable to Plaintiff. Plaintiff will amend this Complaint to allege the true
19 names and capacities of the Doe Defendants when ascertained.

20 9. At all relevant times herein, Defendants were the joint employers of Plaintiff and other
21 Class Members. Plaintiff is informed and believes, and thereon alleges, that at all times material to this
22 Complaint Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
23 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
24 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
25 dominated by his, her or its co-Defendant, and each was the alter ego of the other.

26 10. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts
27 and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as
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agents and/or employees, and/or under the direction and control of, each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

11. Pursuant to California Labor Code § 558.1, Defendants and any person acting on behalf of any of the Defendants, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, or 1194.

12. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and Class Members have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

13. At all relevant times, Defendants have done business under the laws of California, have had places of business in California, including in this judicial district, and have employed Class Members in this judicial district. Defendants are persons as defined in California Labor Code §18 and California Business and Professions Code §17201. Defendants are also an “employer” as that term is used in the California Labor Code and the IWC’s Wage Orders regulating wages, hours and working conditions. As an employer of Plaintiff and the Class throughout the relevant time period, Defendants are liable for back pay and other economic damages, including statutory penalties, owed to Plaintiff and the Class under common law and by statute.

14. Plaintiff is informed and believes and thereon alleges that Defendants intended to and did participate in the events, acts, practices, and courses of conduct alleged herein, and were a proximate cause of damage and injury thereby to Plaintiff and the Class as alleged herein.

15. As a result of Defendants’ pattern and practice of failing to pay the compensation due to them, Plaintiff and members of the Class have been and continue to be systematically deprived of the wages to which they are entitled by law, to the detriment of themselves, their families, and Defendants’ competitors, who face unfair competition as a result of Defendants’ unlawful business practices.

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JURISDICTION AND VENUE

16. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff and the class are citizens and residents of the State of California and Defendants are citizens and residents of, and/or regularly conduct business in, California. Further, no federal question is at issue because the claims are based solely on California law.

17. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5. Defendants maintain offices and facilities and transact business in the County of San Francisco, and Defendants' illegal policies and practices which are the subject of this action were applied, at least in part, to Plaintiff and other persons similarly situated in the County of San Francisco.

18. This Court has jurisdiction over Plaintiff's and the Class's claims for injunctive relief, including restitution of earned wages and benefits, which are the money and property of Plaintiff and the Class, arising from Defendants' unfair competition under Business & Professions Code §§ 17203 and 17204.

FACTUAL ALLEGATIONS

19. At all times relevant herein, Defendants owned and operated 19th Ave Seniore's. Defendants are, and at all times relevant to this Complaint were, employers covered by the California Labor Code and Industrial Welfare Commission Wage Order 5-2001 ("Wage Order 5-2001), which regulates wages, hours and working conditions for the public housekeeping industry.

20. From at least September 2021 until around December 2023, Plaintiff worked twelve hours per day, working the schedule of Monday to Saturday, 10 a.m. to 10 p.m., but was paid for all hours at the regular rate. Also, Plaintiff was not paid for any hours that he worked after 10 p.m., so he Plaintiff typically worked 30 min. off-the-clock on Fridays and Saturdays, which hours have never been paid to him.

21. On or about April 2022, after he complained to the Defendant JABER about missing hours on his paychecks and also requesting a raise from the minimum wage, JABER retaliated by reducing his schedule to ten hours per day, working the schedule of 10 a.m. to 8 p.m., five days per

1 week. Plaintiff was also not paid for any hours he worked past 8 p.m., and he usually worked 30 min. off-the-clock on Fridays and Saturdays, which hours have never been paid to him.

22. On or about December 2023, after Plaintiff discovered that a new employee had received a raise, he approached Defendant JABER to ask for a raise, but Defendant JABER rather than raising his wages, retaliated against Plaintiff by reducing Plaintiff's hours even further to 10 a.m.- 6 p.m., five days per week.

23. On or about April 2025, after Defendants received a demand letter from Plaintiff, Defendant JABER threatened Plaintiff with reducing his hours if he did not withdraw his claims.

24. On or about June 3, 2025, after Plaintiff refused to withdraw his claims, Defendant JABER retaliated by further reducing Plaintiff's hours to four hours per day working the schedule of 10 a.m. – 2 p.m., five days per week. However, Plaintiff was still expected to do all the work that he was previously doing in eight hours within the four-hour schedule. As such, Plaintiff was forced to stay an additional two hours to finish his work in fear of termination, but Defendant JABER has refused to pay him for any hours that he has to stay past 2 p.m. to finish all his work.

25. Throughout Plaintiff's employment, Defendants have provided different methods to record hours worked, but since the end of 2022, Plaintiff has recorded his time worked with an electronic time keeping system that requires his fingerprint. However, after comparing the total hours he saw on his punch card screen with the hours that appeared on his paystub, Plaintiff noticed that his paystubs do not accurately reflect all hours he worked during each pay period, and he is not being paid for all hours worked. Furthermore, Plaintiff has never been compensated with overtime wages for all hours worked over eight in a day or forty in a week. On information and belief, other Class Members are also not being compensated for all hours worked or with overtime wages for all hours worked over eight in a day or forty in a week.

26. Moreover, Plaintiff was never provided with legally compliant rest and meal breaks. Plaintiff is informed and believes that Class Members were likewise deprived of rest and meal breaks that they were entitled to take. Defendants did not pay Plaintiff and other Class Members (on information and belief) any meal or rest period premiums for missed meal and rest breaks. Defendants

1 therefore owe Plaintiff and Class Members premium pay for missed rest and meal breaks or non-
2 compliant rest and meal breaks.

3 27. Plaintiff and the Class were instructed not to punch in or out for meal breaks, but
4 worked through their break, nevertheless, 30-minutes were deducted from their hours worked for each
5 shift of 6 hours or more. From approximately 2021 until about June 2025, Defendants required
6 Plaintiff and Class Members to sign an acknowledgment affirming that they had taken all required
7 breaks during their shift in order to receive their wages and overtime wages. Fearing he would
8 otherwise not receive his wages, Plaintiff reluctantly signed the acknowledgment each pay period,
9 despite knowing he had not received compliant rest and meal breaks. However, for the last two
10 months, he has not received such acknowledgment to sign from the Defendant. On information and
11 belief, other Class Members similarly signed these acknowledgments. Since 30-minutes was deducted
12 on all shifts in excess of 6 hours, and Plaintiff and other Class Members (on information and belief)
13 were not able to take 30-minute, uninterrupted meal periods, they were paid nothing (\$0/hr) for the 30
14 minutes they worked during what should have been their meal breaks.

15 28. During the Class Period, Defendants failed to provide Plaintiff and Class Members with
16 itemized wage statements that properly reflected all hours that they worked. Furthermore, Defendants
17 failed to keep accurate payroll records for Plaintiff and Class Members because the records did not
18 accurately reflect their actual hours worked nor the amount of wages due and owing. =

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20 **ALLEGATIONS FOR CLASS ACTION**

21 29. Plaintiff brings this action on behalf of himself, and all others similarly situated
22 pursuant to California Code of Civil Procedure §382. The Class that Plaintiff seeks to represent is
23 defined as follows:

24 All individuals who are currently employed, or formerly have been
25 employed by Defendants as non-exempt hourly employees at Seniore's
26 Pizza located at 2415 19th Avenue, San Francisco, California, at any time
within the period of four years prior to the filing of this complaint through
the date of judgment in this action.

27 30. This action has been brought and may properly be maintained as a class action under
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1 California Code of Civil Procedure §382 because there is a well-defined community of interest in the
2 litigation and the proposed Class is easily ascertainable:

3 (a) Numerosity: The potential members of the Class as defined herein are so
4 numerous that joinder of all the members of the Class is impracticable.

5 (b) Commonality: There are questions of law and fact common to Plaintiff and
6 the Class that predominate over any questions affecting only individual members
7 of the Class. These common questions of law and fact include, without limitation:

8 (i) Whether Defendants have violated and continue to violate the California
9 Labor Code and the applicable IWC Wage Order [Wage Order 5-2001];

10 (ii) Whether Defendants have a policy and practice of not compensating the
11 Class members at or above the minimum wage in violation of California
12 Labor Code §§ 200, 204, 218.5, 218.6, 1194, 1194.2, 1197, and the
13 applicable IWC Wage Order [Wage Order 5-2001];

14 (iii) Whether Defendants violated California Labor Code §§510 and 1194, and
15 the IWC Wage Orders, by engaging in a continuous policy, pattern and
16 practice of failing to pay Plaintiff and the Class full compensation for the
17 hours they worked, including minimum wage, straight-time, and overtime
18 compensation in violation of Labor Code §§ 218.5, 218.6, 510, 558,
19 1182.12, 1194, 1194.2, 1197; and the applicable IWC Wage Order [Wage
20 Order 5-2001];

21 (iv) Whether Defendants' time keeping policies and practices have violated the
22 California Labor Code and/or the California Unfair Competition Law by
23 failing to accurately record the actual hours, including the start and end time
24 for each workday, meal periods, and total daily hours worked by Plaintiff
25 and the Class in violation of California Labor Code §§ 226 and 1174, and
26 the applicable IWC Wage Order, [Wage Order 5-2001];

27 (v) Whether Defendants' policy and practice of failing to pay Plaintiff and the
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1 Class all wages earned is an unlawful, unfair, or fraudulent business act or
2 practice in violation of the California Unfair Competition Law, Business &
3 Professions Code § 17200 *et seq.*; Labor Code § 90.5;

4 (vi) Whether Defendants have engaged in a continuous policy, pattern, or
5 practice of denying their non-exempt hourly employees the bona fide off-
6 duty meal and rest periods to which they are entitled in violation of
7 California Labor Code §§ 226.7 and 512 and the applicable IWC Wage
8 Order; [Wage Order 52001];

9 (vii) Whether Defendants have engaged in a continuous policy, pattern, or
10 practice of requiring their non-exempt, hourly employees to remain on-duty
11 throughout meal and rest periods in violation of California Labor Code §§
12 226.7 and 512 and the applicable IWC Wage Order [Wage Order 52001];

13 (viii) Whether Defendants' payroll policies and practices have violated the
14 California Labor Code, applicable Wage Orders, and/or the California
15 Unfair Competition Law by resulting in the provision of wage statements
16 that do not accurately reflect employee earnings and/or other items listed in
17 California Labor Code § 226(a) and the applicable IWC Wage Order [Wage
18 Order 5-2001];

19 (ix) Whether Defendants' policies and practices have constituted unlawful,
20 unfair, or fraudulent business practices in violation of California's Unfair
21 Competition Law (Violation of Business & Professions Code § 17200 *et*
22 *seq.*; Labor Code § 90.5);

23 (x) Whether Defendants violated the California Private Attorneys General Act
24 of 2004 (Labor Code § 2698, *et seq.*) based on the same or similar facts
25 and/or claims alleged in the PAGA letter sent to the LWDA by Plaintiff
26 prior to the Action, as well as any claims that could have been pled under
27 the California Labor Code and California Industrial Welfare Commission
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Wage Orders;

(xi) The proper formula for calculating restitution and damages owed to Plaintiff and the Class as alleged herein.

(c) Typicality: Plaintiff's claims are typical of the claims of the Class. Defendants' common policies, practices, and course of conduct are in violation of the law as alleged herein and have caused Plaintiff and the Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

(d) Adequacy: Plaintiff is a member of the Class, does not have conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex employment class action litigation.

(e) Superiority: The nature of this action and the nature of laws available to Plaintiff make the use of the class action format the superior and appropriate procedure to afford relief for the wrongs alleged herein. Individual joinder of all the members of the Class is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for those parties and the judicial system.

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FIRST CAUSE OF ACTION
Failure To Pay Minimum Wages
(Labor Code §§ 558, 1182.12, 1194, 1197; San Francisco Minimum Wage Ordinance;
IWC Wage Order 5-2001)
(On Behalf of Plaintiff and the Class Against All Defendants)

30. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as though fully set forth herein.

31. The California Labor Code, Wage Order 5-2001, and the San Francisco Minimum Wage Ordinance applied to Plaintiff's employment with Defendants at all times relevant herein. California Labor Code §§ 1194 and 1197 and Wage Order 5-2001 require employers to pay at least the minimum wage for all hours worked, in an amount set by state or local law.

32. The San Francisco Minimum Wage Ordinance was in full force and effect at all times relevant to this Complaint and required that Defendants pay Plaintiff and Class Members the San Francisco minimum wage for each hour worked at the rate of \$16.32 per hour through June 30, 2022, \$16.99 per hour through June 30, 2023, \$18.07 per hour through June 30, 2024, \$18.67 per hour through June 30, 2025, and \$19.18 per hour through the present.

33. California Labor Code § 1194 entitles an employee receiving less than the minimum wage to recover in a civil action the unpaid balance of the full amount of the State minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

34. California Labor Code § 1194.2 entitles an employee receiving less than the California legal minimum wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

35. California Labor Code § 1197.1 subjects an employer or other person who caused an employee to be paid a wage less than the minimum wage to: (1) a civil penalty equal to one hundred dollars (\$100) for each underpaid employee for each pay period in which the employee is underpaid for an initial violation that is intentionally committed; (2) a civil penalty equal to two hundred fifty dollars (\$250) for a subsequent violation for the same specific offense for each underpaid employee for each pay period regardless of whether the initial violation is intentionally committed; (3) restitution of wages; and (4) liquidated damages, all payable to the employee.

1 36. Pursuant to the San Francisco Minimum Wage Ordinance Section 12R.7(d) any person
2 aggrieved by a violation of that Chapter, “may bring a civil action in a court of competent jurisdiction
3 against the Employer or other person violating this Chapter and, upon prevailing, shall be entitled to
4 such legal or equitable relief as may be appropriate to remedy the violation including, without limitation,
5 the payment of any back wages unlawfully withheld, the payment of an additional sum as penalties in
6 the amount of \$50 to each Employee or person whose rights under this Chapter were violated for each
7 day that the violation occurred or continued...”

8 37. For at least the relevant time period, Defendants have had a policy and practice of
9 willfully and intentionally failing to pay any wages to Plaintiff and Class Members for certain hours
10 worked, including hours worked that were shaved off the clock and that were categorized as meal breaks
11 that were not authorized or not compliant with California law in that they were deducted even though
12 Plaintiff and Class Members did not take 30 minutes, off-duty for meal periods.

13 38. Since 30-minutes was deducted on all shifts in excess of 6 hours, and Plaintiff and other
14 Class Members (on information and belief) were not able to take 30-minute, uninterrupted meal periods,
15 they were paid nothing (\$0/hr) for the 30 minutes they worked during what should have been their meal
16 breaks.

17 39. As a consequence, Defendants have failed to pay minimum wages to Plaintiff and the
18 Class for all hours worked as alleged above in violation of California Labor Code §§ 1194, 1194.2, 1197,
19 1197.1, the San Francisco Wage Ordinance and Wage Order 5-2001 § 4.

20 40. As a result of Defendants’ conduct, Plaintiff and the Class have been deprived of
21 minimum wages in an amount to be determined at trial, and are entitled to recovery of the unpaid balance
22 of the full amount of these minimum wages, including interest thereon, reasonable attorneys’ fees, and
23 costs of suit pursuant to Labor Code § 1194, liquidated damages and interest thereon pursuant to Labor
24 Code § 1194.2, and civil penalties, restitution of wages, and liquidated damages pursuant to Labor Code
25 § 1197.1 and the San Francisco Minimum Wage Ordinance.

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SECOND CAUSE OF ACTION

**Failure to Compensate for All Hours Worked in Violation of
California Labor Code §§ 200, 204, 218.5, 218.6, 1194, 1994.2, 1197, and 1197.1
(On Behalf of Plaintiff and the Class Against All Defendants)**

41. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

42. California Labor Code §204 provides that wages for all work performed must be paid “twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

43. California Labor Code §218.5(a) provides as follows:

In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney’s fees and costs to the prevailing party if any party to the action requests attorney’s fees and costs upon the initiation of the action. However, if the prevailing party in the court action is not an employee, attorney’s fees and costs shall be awarded pursuant to this section only if the court finds that the employee brought the court action in bad faith. This section shall not apply to an action brought by the Labor Commissioner....

44. California Labor Code §218.6 provides as follows:

In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.

45. California Labor Code §1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.

46. California Labor Code §1194.2(a) provides as follows:

In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation.

47. California Labor Code §1197 provides as follows:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

48. California Labor Code §1197.1 provides as follows:

(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.

49. California Labor Code §200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.”

50. Defendants’ time keeping policies, including deducting 30 minutes from Plaintiff’s and Class Members’ hours worked for each shift of 6 hours or more even though Plaintiff and the other Class Members were not provided with compliant meal breaks resulted in non-exempt employees not being paid for all hours worked. As a result, Defendants denied Plaintiff and the Class compensation for all hours worked.

51. Defendants' time keeping policies and practices obstructed Plaintiff and the Class from accurately recording all hours worked. As a result, Plaintiff and the Class were regularly compensated at a rate less than the minimum wage mandated by California law.

52. Defendants have knowingly and willfully refused to perform their obligations to provide Plaintiff and the Class with compensation for all time worked as required by California law. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, with improper motives amounting to malice, and in conscious disregard of the rights of Plaintiff and the Class. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory damages in amounts according to proof at time of trial.

53. As a proximate result of the aforementioned violations, Defendants have damaged Plaintiff and the Class in amounts to be determined according to proof at the time of trial, but in an amount in excess of the jurisdictional requirements of this Court. Defendants are liable to Plaintiff and the Class for the unpaid compensation with interest thereon, as well as liquidated damages in an amount equal to the unpaid compensation with interest thereon. Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below.

54. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

THIRD CAUSE OF ACTION
Failure to Pay Overtime Wages in Violation of
California Labor Code §§ 218.5, 218.6, 510 and 1194; Wage Order 5-2001
(On Behalf of Plaintiff and the Class Against All Defendants)

55. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

56. California Labor Code §218.5(a) provides as follows:

In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action. However, if the prevailing party in the court action is not an employee, attorney's fees and costs shall be awarded pursuant to this section only if the court finds that the employee brought the court action in bad faith. This section shall not apply to an action brought by the Labor

Commissioner....

57. California Labor Code §218.6 provides as follows:

In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.

58. California Labor Code §510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

59. Wage Order 5-2001 "Public Housekeeping" applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis..." and governs their wages and working conditions.

60. Wage Order 5-2001(3)(A)(1) states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

61. California Labor Code §1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

62. California Labor Code §200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

63. Plaintiff and members of the Class have worked overtime hours for Defendants without being paid overtime premiums in violation of the California Labor Code, Wage Order 5-2001, and other applicable law.

64. Defendants' policy of deducting 30 minutes from Plaintiff and other Class Members' time records for each shift worked in excess of 6 hours even though Plaintiff and the other Class Members were not provided with compliant meal breaks may also result in additional overtime claims if the deducted time would have resulted in more than 8 hours in a day or 40 hours in a week.

65. As a result of these unlawful policies, Plaintiff and Class Members have worked overtime hours for Defendants without being paid overtime premiums in violation of the California Labor Code, IWC Wage Orders and other applicable law.

66. Defendants have knowingly and willfully refused to perform their obligations to provide Plaintiff and the Class with compensation for all premium wages for overtime work as required by California law. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, with improper motives amounting to malice, and in conscious disregard of the rights of Plaintiff and the Class. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory damages in amounts according to proof at time of trial.

67. As a proximate result of the aforementioned violations, Defendants have damaged Plaintiff and the Class in amounts to be determined according to proof at the time of trial, but in an

1 amount in excess of the jurisdictional requirements of this Court. Defendants are therefore liable to
2 Plaintiff, on behalf of the Class, for the unpaid overtime compensation with interest thereon.
3 Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below.

4 68. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

5
6 **FOURTH CAUSE OF ACTION**
7 **Failure to Provide, Authorize, Permit, and/or Make Available**
8 **Meal and Rest Periods in Violation of California**
9 **Labor Code §§ 226.7 and 512; Wage Order 5-2001**
10 **(On Behalf of Plaintiff and the Class Against All Defendants)**

11 69. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
12 herein.

13 70. At all times relevant herein California Labor Code §226.7 and Wage Order 5-2001 have
14 required Defendants to provide, authorize, permit, and/or make available, meal and rest periods to their
15 employees. Labor Code §§ 226.7 and 512 and the applicable Wage Orders prohibit employers from
16 employing an employee for more than five hours without providing, authorizing, permitting, and/or
17 making available a meal period of not less than thirty minutes in which the employee is completely
18 relieved of all duties, and from employing an employee for more than ten hours per day without
19 providing, authorizing, permitting, and/or making available a second meal period of not less than thirty
20 minutes in which the employee is completely relieved of all duties. Unless the employee is relieved of
21 all duties during the 30-minute meal period, the employee is considered "on duty," and the meal period
22 is counted as time worked under Wage Order 5.

23 71. Labor Code Section 226.7 and Wage Order 5-2001 also require employers to provide
24 and/or to make available and/or to authorize or permit employees ten (10) minutes of net rest time per
25 four (4) hours or major fraction thereof of work and to pay employees their full wages during those
26 rest periods. Unless the employer relieves the employee of all duty during the ten-minute rest period,
27 the employee is considered "on duty" and the rest period is counted as time worked under Wage Order
28 5-2001.

72. Under California Labor Code §226.7(b) and Wage Order 5-2001, an employer that fails

1 to provide, authorize, permit, and/or make available a required off-duty meal period must pay the
2 employee one additional hour of pay at the employee's regular rate of compensation for each workday
3 that the meal period was not provided. Similarly, an employer must pay an employee denied a
4 required rest period one hour of pay at the employee's regular rate of compensation for each workday
5 that the rest period was not provided.

6 73. Defendants failed to provide, authorize, permit, and/or make available bona fide off-
7 duty meal and rest periods to Plaintiff and the Class. As a result, Plaintiff and Class Members are
8 entitled to the relief provided by California Labor Code §226.7(b). Furthermore, Defendants required
9 Plaintiff and the Class to perform work-related activities during their meal and rest periods.
10 Consequently, Defendants have knowingly and willfully refused to perform their obligations to
11 provide, authorize, permit, and/or make available to Plaintiff and the Class the full meal and rest
12 periods to which they are entitled under California law. Defendants committed the acts alleged herein
13 with the wrongful and deliberate intention of injuring Plaintiff and the Class, with improper motives
14 amounting to malice, and in conscious disregard of the rights of Plaintiff and the Class. As a
15 proximate result of the aforementioned violations, Defendants have damaged Plaintiff and the Class in
16 amounts to be determined according to proof at the time of trial, but in an amount in excess of the
17 jurisdictional requirements of this Court. Plaintiff and the Class are thus entitled to recover nominal,
18 actual, and compensatory damages in amounts according to proof at time of trial.

19 74. Defendants' conduct described herein violates California Labor Code §§ 226.7 and 512,
20 and Wage Order 5-2001. Therefore, Plaintiff and the Class are entitled to the relief provided in
21 California Labor Code §226.7(b) and Wage Order 5-2001, damages, restitution for the failure to
22 provide meal and rest periods, plus interest, applicable civil penalties, attorneys' fees, expenses, and
23 costs of suit.

24 75. Wherefore, Plaintiff and the Class request relief as herein provided.

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26 ///

27 ///

FIFTH CAUSE OF ACTION
Failure to Provide Itemized Wage Statements
in Violation of California Labor Code §226
(On Behalf of Plaintiff and the Class Against All Defendants)

76. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

77. California Labor Code §226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

78. California Labor Code §226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

79. Defendants have failed and continue to fail to provide timely, accurate itemized wage statements to Plaintiff and the Class in accordance with California Labor Code §226(a). Furthermore, the wage statements Defendants have provided to their employees, including to Plaintiff and the Class, do not accurately reflect the actual hours worked and wages earned.

80. Defendants are liable to Plaintiff and the Class as alleged herein for the amounts

described above, in addition to damages and civil penalties, with interest thereon. Furthermore, Plaintiff and the Class are entitled to an award of attorneys' fees and costs as set forth below.

81. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

SIXTH CAUSE OF ACTION
Violations Of California Healthy Workplaces And Families Act
(Labor Code §§ 245-249)
(On Behalf of Plaintiff and the Class Against All Defendants)

82. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as though fully set forth herein.

83. Labor Code § 246(a)(4) requires employers to provide each employee with a minimum of 24 hours of paid sick time per year.

84. Employers must allow each employee to use up to 40 hours of paid sick time per year, and the "employee may determine how much paid sick leave he or she needs to use", pursuant to Labor Code § 246(d), (k). Under Labor Code § 246.5(a) an employee's request for sick leave can be "oral or written," and can include care for a family member.

85. Employers cannot cap total accrued sick time below 80 hours. Labor Code § 246(j).

86. Pursuant to Labor Code § 246(i), employers must also provide each employee "with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date of the employee's payment of wages." Under Labor Code §247.5, employers must keep at least three years of such records.

87. Pursuant to Labor Code § 247, employers must display a poster in a conspicuous place at each workplace as well, setting forth the rights under this Act.

88. Defendants violated these sick leave provisions in a number of ways, including but not limited to refusing to allow Plaintiff and Class Members to use accrued sick time; and failing to provide Plaintiff and Class Members with required written notice on their wage statements or otherwise setting forth their paid sick leave available.

89. Pursuant to Labor Code § 248.5(g), Plaintiff may seek remedies for these violations, including equitable, injunctive, and restitutionary relief, as well as reasonable attorney's fees and costs.

SEVENTH CAUSE OF ACTION
Violations Of San Francisco Sick Leave Law
(San Francisco Administrative Code §12W.1, *et seq.*)
(On Behalf of Plaintiff and the Class Against All Defendants)

90. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

91. San Francisco Administrative Code §12.W.3(b) requires an employer to provide employees with one hour of paid sick leave for every 30 hours worked.

92. Section 12W.8 (c) of the San Francisco Administrative Code provides, in relevant part: Civil Enforcement. ... [A]ny person aggrieved by a violation of this Chapter,... may bring a civil action in a court of competent jurisdiction against the employer of other person violating this Chapter and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, but not limited to, reinstatement, back pay, the payment of any sick leave unlawfully withheld, the payment of an additional sum as liquidated damages in the amount of \$50 to each employee or person whose rights under this Chapter were violated for each hour or portion thereof that the violation occurred or continued, plus, where the employer has unlawfully withheld paid sick leave to an employee, the dollar amount of paid sick leave withheld from the employee multiplied by three; or \$250, whichever amount is greater; and reinstatement in employment and/or injunctive relief; and, further shall be awarded reasonable attorneys' fees and costs...

93. Plaintiff seeks to recover actual damages, costs and attorneys' fees under this section.

94. Plaintiff is informed and believes and thereon allege that Defendants, during the relevant time period, did not have a compliant sick leave policy or practice of permitting employees to accrue sick leave that was in compliance with the San Francisco Administrative Code and refusing to allow Plaintiff and Class Members to use accrued sick time.

95. As a result of Defendants' violation of the San Francisco Administrative Code §12W.1 *et seq.* Plaintiff has sustained damages and may seek remedies for these violations as provided, including equitable, injunctive, and restitutionary relief, as well as reasonable attorney's fees and costs.

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EIGHT CAUSE OF ACTION
Failure to Maintain Accurate Time and Payroll Records
(Labor Code §§ 1174, 1174.5; Wage Order 5-2001
(On Behalf of Plaintiff and the Class Against All Defendants)

96. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

97. Labor Code § 1174 requires all employers to maintain accurate payroll records showing the hours worked daily and wages paid to employees. Labor Code § 1174.5 subjects an employer who willfully fails to maintain the accurate and complete records to a civil penalty of five hundred dollars (\$500).

98. Section 7(A) of Wage Order 5-2001 requires employers to keep accurate records for each employee in regard to total hours worked in the payroll period, applicable rates of pay, and total wages paid each payroll period, as well as time records showing when employees begin and end each work period, including meal periods, split shift intervals, and total daily hours.

99. Defendants have violated Labor Code § 1174(d) by willfully failing to keep accurate payroll records showing the actual hours worked each day by Plaintiff and the Class.

100. Defendants have violated Wage Order 5 § 7(A) by willfully failing to keep accurate required payroll records for each employee in regard to total hours worked in the payroll period, applicable rates of pay, and total wages paid each payroll period, as well as time records showing when employees begin and end each work period, including meal periods and total daily hours worked each day by Plaintiff and the Class.

101. As a result of Defendants' failure to maintain accurate payroll records, Plaintiff and the Class have suffered actual economic harm as they have been precluded from accurately monitoring their number of hours worked and thus prevented from seeking all wages owed, including minimum wage for all hours worked and earned overtime pay.

102. Plaintiff and the Class are entitled to recover a civil penalty of \$500 for Defendants' violation of Labor Code § 1174.5.

103. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

NINTH CAUSE OF ACTION
Individual Liability for Labor Code Violations
(Labor Code § 558.1)
(On Behalf of Plaintiff and the Class Against Maraon Jaber)

104. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

105. Labor Code § 558.1(a) provides for liability for an “other person acting on behalf of an employer[] who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission . . . or [Labor Code] Sections 203, 226, 226.7, 1193.6, 1194, or 2802.”

106. Labor Code § 558.1(b) provides that an “other person” is “a natural person who is an owner, director, officer, or managing agent” of an employer.

107. Defendant JABER violated or caused to be violated the provisions of Labor Code §§ 201-203, 226, and IWC Wage Order 5 sections 3(A), 4(A), 7(A), 11(A), and 12(A).

108. Defendant JABER is individually liable for the violations Labor Code §§ 201-203, 226, and IWC Wage Order 5 section 3(A), 4(A), 7(A), 11(A), and 12(A), alleged above because he is an owner, director, officer, or managing agent of Seniore’s Pizza SF Inc.

109. Plaintiff requests damages, injunctive relief, attorney’s fees and costs, interest, and all penalties provided for Labor Code §§ 201-203, 226, and IWC Wage Order 5 section 3(A), 4(A), 7(A), 11(A), 12(A) and 20.

110. Wherefore, Plaintiff requests relief as hereinafter provided.

TENTH CAUSE OF ACTION
Unfair Competition in Violation of California Business and
Professions Code §§ 90.5 and 17200, *et seq.*
(Against All Defendants)

111. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

112. California Business and Professions Code §§17200 *et. seq.* (also referred to herein as the “Unfair Competition Law” or “UCL”), prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

113. California Business and Professions Code §17204 allows a person injured by unfair business acts or practices to prosecute a civil action for violation of the UCL.

114. California Labor Code §90.5(a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

115. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of the Complaint in this action, Defendants have committed acts of unfair competition as defined by the UCL, by engaging in the unlawful, unfair and fraudulent business practices and acts described herein, including, but not limited violations of Labor Code §§ 200, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, and Wage Order 5-2001 sections 3, 4, 7, 11 and 12.

116. The violations of these laws and regulations, as well as the fundamental California public policies protecting workers and requiring payment of wages for all work performed, providing workers with adequate meal and rest periods, and discouraging unfair labor practices, serve as unlawful predicate acts and practices for purposes of the UCL.

117. Defendants’ violations of these statutes and regulations independently and separately constitute an unlawful business practice within the meaning of the UCL.

118. Defendants have obtained a significant unfair competitive advantage over law-abiding employers and competitors and engaged in unfair competition, through its acts and practices alleged herein.

119. As a result of the aforementioned acts, Plaintiff and Class Members have lost and continue to lose money or property and suffered and continue to suffer injury in fact. Defendants

1 continue to hold unpaid wages and other funds legally belonging to Plaintiff and the Class.

2 120. Plaintiff and the Class are entitled to restitution pursuant to Business and Professions
3 Code §§17203 and 17208 for, among other things, unpaid wages, including overtime, missed meal and
4 rest period premiums, and interest since four (4) years prior to filing of the Complaint.

5 121. Pursuant to Business and Professions Code §17203, Plaintiff and the Class are entitled
6 to and seek injunctive relief against Defendants' continuation of the unlawful and unfair business
7 practices described herein.

8 122. Plaintiff's success in this action will enforce important rights affecting the public
9 interest, and in that regard, Plaintiff sues on behalf of himself as well as others similarly situated.
10 Plaintiff takes upon himself the enforcement of the aforementioned laws and lawful claims.

11 123. Plaintiff and the Class are entitled to restitution in the amounts unlawfully withheld by
12 Defendants, with interest; injunctive relief; and an award of attorneys' fees and costs as provided by
13 Code of Civil Procedure §1021.5.

14 124. Wherefore, Plaintiff requests relief as hereinafter provided.

15
16 **ELEVENTH CAUSE OF ACTION**
17 **Individual Penalty Claim**
18 **Failure to Produce Payroll and Personnel Records**
19 **California Labor Code §§ 226(f), 1198.5**
20 **(On Behalf of Class Representative Only)**

21 125. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 126. Plaintiff is an employee of Defendants and, on or about April 24, 2025, requested in
24 writing that Defendants produce his payroll and personnel records as required by California Labor
25 Code sections 226 and 1198.5. Defendants failed to produce the requested records within the statutory
26 time period.

27 127. Pursuant to Labor Code sections 226(f) and 1198.5(k), Defendants are liable to Plaintiff
28 for statutory penalties of seven hundred fifty dollars (\$750) for their failure to comply with Plaintiff's
lawful request.

128. Wherefore, Plaintiff requests relief as hereinafter provided.

TWELVETH CAUSE OF ACTION
Private Attorneys General Act,
California Labor Code § 2998 *et seq.*
(On Behalf of Plaintiff and the Class Against All Defendants)

129. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

130. Plaintiff is an Aggrieved Employee as defined in Labor Code § 2699(a). Plaintiff brings this cause of action on behalf of himself, and other current or former employees affected by the Labor Code and Wage Order violations alleged herein.

131. Defendants, at all relevant times, were employers or persons acting on behalf of an employer who violated Plaintiff's and other Class Members' rights by violating California laws.

132. On a representative basis, Plaintiff seeks recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 *et seq.*

133. Labor Code section 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

134. PAGA permits "aggrieved employees" to recover penalties on behalf themselves and other current or former employees as a result of an employer's violations of the Labor Code, including but not limited to violations alleged herein, including Labor Code §§ 200, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198.5, and Wage Order 5-2001 sections 3, 4, 7, 11 and 12.

135. Plaintiff is informed and believes and thereon alleges that Defendants subjected Plaintiff and other current or former employees ("other aggrieved employees") to the following violations of the California Labor Code:

(a) Defendants violated Labor Code § 226.7(b), 512, and Wage Order 5-2001 §§ 11, 12 by failing to provide compliant rest and meal periods to Plaintiff and other aggrieved employees;

(b) Defendants violated Labor Code sections 223, 510, 512, and Wage Order 5-2001§

3 by failing to pay premium overtime wages to Plaintiff and other aggrieved employees;

(c) Defendants violated Labor Code sections 223, 512, 1194, and Wage Order 5-2001 § 4 by failing to pay minimum wages to Plaintiff and other aggrieved employees;

(d) Defendants violated Labor Code § 226(a) by failing to provide properly itemized wage information to Plaintiff and other aggrieved employees;

(e) Defendants failed to maintain accurate payroll records showing the hours worked daily by and the wages paid to Plaintiff and other aggrieved employees as required by Labor Code § 1174, 1174.5 and Wage Order 5-2001 § 7;

136. Labor Code section 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

137. Labor Code § 558 provides:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

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

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

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

(b) If upon inspection or investigation the Labor Commissioner

determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(d) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

138. Labor Code § 2699(f) provides in pertinent part:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2)(A) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period, except that:

(i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.

(ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

139. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and similarly situated aggrieved employees for each pay period in which he or she was aggrieved, in the amounts established by California Labor Codes § 2699(f)(2).

140. Plaintiff complied with the PAGA notice provision set forth in Labor Code § 2699.3(a)(1) by providing written notice on April 14, 2025, to the Labor and Workforce Development

1 Agency (“LWDA”). Likewise, Plaintiff complied with the PAGA notice provision by also giving
2 notice to the employer by certified mail on April 14, 2025, of the specific provisions of the Labor
3 Code alleged to have been violated, including the facts and theories to support the alleged violations.
4 Defendants acknowledged receipt by signing the return receipt on April 16, 2025.

5 141. More than (65) sixty-five calendar days have passed since the postmark date of the
6 notice Plaintiff provided to the LWDA and Plaintiff has not received a response from the agency.

7 142. Defendants are liable to Plaintiff, other aggrieved employees, and the State of
8 California for the civil penalties as alleged herein, with interest thereon, plus attorneys’ fees and costs,
9 in an amount according to proof.

10 143. Wherefore, Plaintiff requests relief as hereinafter provided.

11
12 **REQUEST FOR RELIEF**

13 WHEREFORE, Plaintiff requests a judgment against Defendants as follows:

14 1. For an order certifying this case as a class action, appointing Plaintiff as the
15 representative of the Class, and appointing Plaintiff’s attorneys, The Villegas Law Firm, APC, as Class
16 Counsel;

17 2. Provision of Class notice to all Class Members who worked for Defendants in San
18 Francisco during the Class Period described above;

19 3. For a declaratory judgment that Defendants have violated the California Labor
20 Code, Wage Order 5-2001 and public policy as alleged herein;

21 4. An award of unpaid minimum wages and liquidated damages thereon and/or unpaid
22 wages at regular hourly rates, overtime compensation, meal and rest period premiums, and accrued
23 sick leave, owed to Plaintiff and the Class, subject to proof at trial

24 5. For a declaratory judgment that Defendants have violated Business and
25 Professions Code §§17200, *et seq.*, as a result of the aforementioned violations of the California Labor
26 Code, IWC Wage Order and of California public policy protecting workers and prohibiting work
27 without full and proper compensation for work performed, adequate meal and rest periods, and failing
28

1 to properly maintain accurate time and payroll records;

2 6. For preliminary, permanent, and mandatory injunctive relief prohibiting
3 Defendants, their officers, agents and all those acting in concert with them, from committing in the
4 future those violations of law herein alleged;

5 7. For an order awarding Plaintiff and the Class compensatory and liquidated
6 damages, including unpaid wages, overtime premiums, meal and rest premiums, applicable penalties,
7 and all other sums of money owed to Plaintiff and the Class, together with interest on these amounts,
8 according to proof;

9 8. An award of penalties for failure to maintain accurate time and pay records and to provide
10 accurate itemized pay statements, liquidated damages, and restitution of all amounts owed to Plaintiff
11 and the Class in an amount according to proof;

12 9. For an equitable accounting to identify, locate and restore to all current and former
13 employees the restitution they are due under California Business and Professions Code §§17202-
14 17203, with interest thereon;

15 10. For an award of restitution, according to proof, under the California Labor Code
16 and under California Business and Professions Code §§17200-17205;

17 11. For an order imposing all statutory and/or civil penalties provided by law,
18 including but not limited to, penalties under California Labor Code §§226(e), 226.3, 226.7, 558,
19 2699(a) and (f), together with interest on these amounts;

20 12. Pre-judgment and post-judgment interest, as provided by law;

21 13. For an award of reasonable attorneys' fees and costs of suit, including but not limited to
22 expert fees and fees pursuant to California Labor Code
23 §§218.5, 226(e), 248.5(e), 2699 (k)(1) and 1194; California Code of Civil Procedure §1021.5; San
24 Francisco Minimum Wage Ordinance, and/or other applicable law;

25 14. As a present and actual controversy exists between Plaintiff and Defendants concerning
26 their rights and respective duties, given that Plaintiff contends that Defendants violated his rights
27 under California's Labor Code, and the IWC Wage Order, that such violations have been unfair and
28

Respectfully submitted,

Dated: September 29, 2025

THE VILLEGAS LAW FIRM, APC

By:



VIRGINIA VILLEGAS
FELICIA GOLDSTEIN
PAUL GRANT-VILLEGAS
Attorneys for Plaintiff and the Putative Class

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Class, hereby demands a jury trial on all claims and issues raised in the Complaint for which Plaintiff and the Class are entitled to a jury.

Respectfully submitted,

Dated: September 29, 2025

THE VILLEGAS LAW FIRM, APC

By:



VIRGINIA VILLEGAS
FELICIA GOLDSTEIN
PAUL GRANT-VILLEGAS
Attorneys for Plaintiff and the Putative Class