

1 Manny Starr (319778)
manny@frontierlawcenter.com
2 Daniel Ginzburg (327338)
dan@frontierlawcenter.com
3 eservice@frontierlawcenter.com
4 **FRONTIER LAW CENTER**
6200 Canoga Ave., Suite 470
5 Woodland Hills, CA 91367
Telephone: (818) 914-3433
6 Facsimile: (818) 914-3433

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

09/10/2025
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

7 Attorneys for Plaintiff ZINDY ADALI SOC RODAS,
8 individually and on behalf of all others similarly situated

9 **IN THE SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN FRANCISCO**

11 ZINDY ADALI SOC RODAS, individually and
12 on behalf of all others similarly situated,

Case No.

CGC-25-628964

13 Plaintiff(s),

14 v.

15 LEO'S SF, LLC, a California Limited Liability
16 Company; and DOES 1 through 100,

17 Defendant(s).

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act
10. Unlawful Wage and Tip Deductions
11. Falsification of Time Records
12. Failure to Pay Wages When Due

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

26 1. Plaintiff Zindy Adali Soc Rodas ("Plaintiff") is an adult resident of Alameda County,
27 California, and was at all times relevant residing Alameda County, California.

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1 2. Defendant Leo's SF, LLC ("Defendant") is a California Limited Liability Company with its
2 principal place of business located in San Francisco County, California. Defendant is registered to
3 and does conduct business in the State of California and is subject to the laws of the State of
4 California. All acts and omissions of Defendant employees as alleged herein occurred while they
5 were acting within the course and scope of their employment.

6 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
7 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such
8 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
9 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
10 informed and believes, and based on such information and belief alleges, that each of the fictitiously
11 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
12 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
13 and Doe Defendants are collectively referred to as "Defendants".

14 **JURISDICTION AND VENUE**

15 4. This action is properly filed in San Francisco County because the acts and omissions that
16 give rise to Plaintiff's claims took place in San Francisco County, and Defendants transact
17 substantial business in this County.

18 5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
19 alleged herein occurred in San Francisco County, California and Plaintiff suffered damages from
20 such conduct within San Francisco County, California.

21 **FACTUAL ALLEGATIONS**

22 6. At all times relevant, Plaintiff was Defendants' employee.

23 7. Plaintiff was employed by Defendants from in or about November 2021 through in or about
24 August 2024.

25 8. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff missed
26 meal breaks approximately three times per week and was required to remain on premises during any
27 breaks taken. Despite not being provided with compliant meal breaks, Defendant did not pay
28 premium pay for these missed breaks at Plaintiff's regular rate of pay.

1 9. Defendant failed to provide Plaintiff with compliant rest breaks because from in or about
2 November 2023 onwards, Plaintiff was never permitted to take rest breaks. Despite not being
3 provided with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
4 Plaintiff's regular rate of pay.

5 10. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to
6 work off-the-clock approximately three times per week, often arriving at 11:00 AM at the direction
7 of Anna Weinberg but not being permitted to clock in until 2:00 PM.

8 11. Defendants failed to pay Plaintiff all overtime owed because Plaintiff regularly worked 9–
9 10-hour shifts, accumulating significant overtime hours that went unpaid.

10 12. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
11 underpaid Plaintiff's overtime. Specifically, Defendants did not include all non-discretionary pay
12 that Plaintiff earned when calculating Plaintiff's regular rate of pay.

13 13. Beginning in or about November 2023, Defendants systematically falsified Plaintiff's time
14 records by altering the computerized timekeeping system to reduce the actual hours Plaintiff
15 worked.

16 14. Beginning in or about November 2023, Defendants abandoned their legitimate payroll
17 system and switched to personal checks from Anna Weinberg, often without proper payroll
18 documentation that would have revealed the time record discrepancies.

19 15. Anna Weinberg repeatedly promised to manually add Plaintiff's off-the-clock hours to
20 Plaintiff's timesheet but failed to do so.

21 16. The hours reflected on Plaintiff's paychecks did not match the actual hours Plaintiff worked.

22 17. Beginning in or about November 2023, Defendants systematically manipulated Plaintiff's
23 recorded work hours, reducing the hours actually worked to avoid paying proper wages and
24 overtime compensation.

25 18. Beginning in or about November 2023, Defendants ceased providing Plaintiff with tip sheets
26 showing daily tip amounts earned.

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1 19. Defendants unlawfully retained portions of tips belonging to Plaintiff, as evidenced by
2 screenshots accidentally sent by Anna Weinberg showing discrepancies in tip calculations and
3 improper tip distribution.

4 20. Plaintiff was employed by Defendants on a biweekly pay schedule, with wages due every
5 two weeks.

6 21. Defendants systematically failed to pay wages when due, with every paycheck being
7 delayed by one to two weeks beyond the established pay date.

8 22. The systematic pattern of late wage payments continued from in or about November 2023
9 through Plaintiff's last day of employment.

10 23. Plaintiff has preserved text messages documenting these wage payment delays, including
11 messages where Anna Weinberg acknowledged the late payments and made excuses about bank
12 funds being unavailable.

13 24. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
14 required to purchase supplies in order to perform their work duties. Plaintiff provided evidence of
15 these purchases to Defendant but was never reimbursed.

16 25. Defendants failed to provide Plaintiff with accurate wage statements because the wage
17 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
18 other things.

19 26. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
20 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
21 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

22 **PAGA ALLEGATIONS**

23 27. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
24 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
25 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an aggrieved employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures outlined in Labor Code section 2699.3.

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1 28. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
2 under PAGA after the following requirement have been met:

3 29. The aggrieved employee has provided written notice by online filing to the LWDA and by
4 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
5 Labor Code alleged to have been violated, including the facts and theories to support the alleged
6 violations; and

7 30. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
8 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
9 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
10 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
11 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
12 to any other penalties to which the employee may be entitled.

13 31. On June 10, 2025, Plaintiff provided written notice by online filing to the LWDA and by
14 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
15 by Defendants, including the facts and theories to support the alleged violations.

16 32. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
17 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
18 PAGA Penalties on behalf of all Aggrieved Employees.

19 33. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
20 and former, who were employed by Defendants within one year prior to June 10, 2025, through
21 final disposition of this action.”

22 **FIRST CAUSE OF ACTION**

23 **Failure to Provide Compliant Meal Periods**

24 **By Plaintiff Against All Defendants**

25 34. Plaintiff incorporates by reference the paragraphs above.

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1 35. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
2 employee for a work period of more than five hours per day without providing the employee with a
3 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
4 without providing the employee with a second meal period of not less than 30 minutes”.

5 36. An employer provides compliant meal breaks to its employees “if it relieves its employees
6 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
7 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
8 1004, 1040 (2012)).

9 37. Not only must an employer affirmatively relieve its employees of all duty during their meal
10 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
11 (*Brinker*, supra).

12 38. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

13 39. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
14 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
15 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
16 11 Cal. 5th 858 (2021)).

17 40. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
18 break was missed.

19 41. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
20 penalties, attorney fees, and costs.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Compliant Rest Periods**

23 **By Plaintiff Against All Defendants**

24 42. Plaintiff incorporates by reference the paragraphs above.

25 43. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
26 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
27 per four hours or major fraction thereof.

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1 44. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 45. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 46. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 47. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 48. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 49. Plaintiff incorporates by reference the paragraphs above.

17 50. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 51. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 52. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 53. Plaintiff incorporates by reference the paragraphs above.

27 54. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
28 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.”

55. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

56. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiff Against All Defendants

57. Plaintiff incorporates by reference the paragraphs above.

58. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

59. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

60. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

61. Plaintiff incorporates by reference the paragraphs above.

62. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

63. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

64. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 65. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **SEVENTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 66. Plaintiff incorporates by reference the paragraphs above.

7 67. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 68. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 69. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 70. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **EIGHTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 71. Plaintiff incorporates by reference the paragraphs above.

22 72. Defendants' conduct described herein constitutes unfair competition.

23 73. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 74. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 75. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 76. Plaintiff incorporates by reference the paragraphs above.

5 77. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 78. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 79. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 80. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 81. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 82. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 83. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 84. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 85. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
27 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
28 apply.

1 86. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
2 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
3 the manner alleged herein.

4 87. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
5 to Labor Code section 2699(g).

6 **TENTH CAUSE OF ACTION**

7 **Unlawful Wage and Tip Deductions - California Labor Code §§ 221, 223, 351**

8 **By Plaintiff Against All Defendants**

9 88. Plaintiff incorporates by reference the paragraphs above.

10 89. At all times relevant hereto, Plaintiff was employed by Defendants in the State of California.

11 90. At all times relevant hereto, California Labor Code § 221 prohibits an employer from
12 collecting or receiving from an employee any part of wages previously paid.

13 91. California Labor Code § 223 prohibits an employer from secretly paying a lower wage than
14 the wage designated by contract or statute.

15 92. At all times relevant hereto, California Labor Code section 351 prohibited Defendants from
16 taking, receiving, or retaining any gratuity or portion thereof that was paid, given to, or left for
17 employees.

18 93. During the course of Plaintiff's employment, Defendants unlawfully deducted, withheld,
19 and/or failed to pay wages and gratuities that were the rightful property of Plaintiff.

20 94. Defendants' conduct as alleged herein violated California Labor Code §§ 221, 223, and 351,
21 and constitutes unlawful wage practices.

22 95. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and
23 will continues to suffer damages, as stated below.

24 96. Plaintiff is entitled to recover all wages unlawfully withheld, plus interest thereon.

25 **ELEVENTH CAUSE OF ACTION**

26 **Falsification of Time Records - California Labor Code §§ 226, 1174; Business & Professions**

27 **Code § 17200**

28 **By Plaintiff Against All Defendants**

1 97. Plaintiff incorporates by reference the paragraphs above.

2 98. At all times relevant hereto, Plaintiff was employed by Defendants in the State of California.

3 99. At all times relevant hereto, California Labor Code section 226 required Defendants to
4 maintain accurate records of employees' hours worked and to provide accurate itemized wage
5 statements.

6 100. At all times relevant hereto, California Labor Code section 1174 required Defendants to
7 maintain accurate payroll records showing the hours worked daily by each employee.

8 101. At all times relevant hereto, Defendants were required to maintain accurate and complete
9 records of Plaintiff's time worked and to compensate Plaintiff for all hours worked.

10 102. During Plaintiff's employment, Defendants knowingly and willfully falsified Plaintiff's time
11 records by altering the computerized timekeeping system to reduce the actual hours Plaintiff
12 worked.

13 103. Defendants' falsification of Plaintiff's time records was intended to avoid paying lawful
14 wages, including minimum wages, overtime wages, premium wages for missed meal and rest
15 periods, and other earned compensation.

16 104. As a direct and proximate result of Defendants' conduct, Plaintiff has been denied lawful
17 wages, has been issued inaccurate wage statements, and has suffered economic harm in an amount
18 according to proof at trial.

19 105. Plaintiff is entitled to recover all wages for hours worked but not recorded, plus penalties,
20 interest, and attorney's fees as provided by law.

21 **TWELFTH CAUSE OF ACTION**

22 **Failure to Pay Wages When Due - California Labor Code §§ 204, 207**

23 **By Plaintiff Against All Defendants**

24 106. Plaintiff incorporates by reference the paragraphs above.

25 107. At all times relevant hereto, Plaintiff was employed by Defendants in the State of California.

26 108. At all times relevant hereto, California Labor Code section 204 required Defendants to pay
27 wages to employees at regular intervals not exceeding one month apart.

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1 109. At all times relevant hereto, California Labor Code section 207 required Defendants to pay
2 wages when due according to the established pay periods.

3 110. Plaintiff was employed by Defendants on a biweekly pay schedule, with wages due every
4 two weeks.

5 111. Beginning in or about November 2023, Defendants systematically failed to pay wages when
6 due, with every paycheck being delayed by one to two weeks beyond the established pay date.

7 112. Defendants' systematic failure to pay wages when due was willful and intentional.

8 113. As a direct and proximate result of Defendants' failure to pay wages when due, Plaintiff has
9 suffered and continues to suffer damages in an amount to be proven at trial.

10 114. Plaintiff is entitled to recover all unpaid wages, waiting time penalties, interest, and
11 attorney's fees as provided by law.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 **First Cause of Action**

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 16 2. Interest
- 17 3. Attorneys' fees
- 18 4. Costs
- 19 5. Other relief the court deems proper

20 **Second Cause of Action**

- 21 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 22 2. Interest
- 23 3. Attorneys' fees
- 24 4. Costs
- 25 5. Other relief the court deems proper

26 **Third Cause of Action**

- 27 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 28 2. Liquidated damages

- 1 3. Interest
- 2 4. Attorneys' fees
- 3 5. Costs
- 4 6. Other relief the court deems proper

5 Fourth Cause of Action

- 6 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 7 2. Interest
- 8 3. Attorneys' fees
- 9 4. Costs
- 10 5. Other relief the court deems proper

11 Fifth Cause of Action

- 12 1. Reimbursement of all work-related expenses
- 13 2. Attorneys' fees
- 14 3. Costs
- 15 4. Other relief the court deems proper

16 Sixth Cause of Action

- 17 1. Penalties pursuant to Labor Code section 226
- 18 2. Attorneys' fees
- 19 3. Costs
- 20 4. Other relief the court deems proper

21 Seventh Cause of Action

- 22 1. Penalties pursuant to Labor Code section 203
- 23 2. Attorneys' fees
- 24 3. Costs
- 25 4. Other relief the court deems proper

26 Eighth Cause of Action

- 27 1. Restitution of all wrongfully withheld wages
- 28 2. Attorneys' fees

3. Costs
4. Other relief the court deems proper

Ninth Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Tenth Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 221, 223 and 351
2. Restitution of all gratuities unlawfully withheld
3. Liquidated damages
4. Interest
5. Attorneys' fees
6. Costs
7. Other relief the court deems proper

Eleventh Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226 and 1174
2. Restitution and disgorgement of profits under Business & Professions Code section 17203
3. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
4. Interest
5. Attorneys' fees
6. Costs
7. Other relief the court deems proper

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1 Twelfth Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code section 204 and 207
3 2. Restitution of wages wrongfully withheld
4 3. Penalties under Labor Code section 203
5 4. Interest
6 5. Attorneys' fees
7 6. Costs
8 7. Other relief the court deems proper
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10 DATED: September 9, 2025

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG

Attorney for Plaintiff

ZINDY ADALI SOC RODAS,
individually and on behalf of all
others similarly situated

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DATED: September 9, 2025

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG

Attorney for Plaintiff

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