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Attorneys for Plaintiff
Rodiber Pavon

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

Rodiber Pavon, an individual,

Plaintiff,

V.

Sonesta International Hotels Corporation, a Maryland Corporation, and DOES 1 to 20,

Defendants.

CASE NO. 24CU006793C

**JOINT STIPULATION FOR LEAVE TO
FILE FIRST AMENDED COMPLAINT
AND [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT**

1 Plaintiff Rodiber Pavon (“Plaintiff”) and Defendant Sonesta International Hotels
2 Corporation (“Defendant”)(Plaintiff and Defendant are hereinafter referred to as the “Parties”),
3 through their respective attorneys of record, hereby agree and stipulate as follows:

4 WHEREAS, Plaintiff filed this instant action on August 20, 2024 alleging causes of action
5 seeking damages on behalf of himself only;

6 WHEREAS, Plaintiff filed a PAGA notice with the LWDA on September 9, 2024 seeking
7 to recover based on alleged violations of the California Labor Code;

8 WHEREAS, by way of the PAGA notice, Plaintiff has asserted and threatens to assert
9 claims on behalf of himself, the State of California, and other non-employees of Defendant in
10 California;

11 WHEREAS, Plaintiff now seeks to recover civil penalties in relation to the Labor Code
12 violations alleged in his complaint and PAGA notice on behalf of himself and the State of
13 California only;

14 WHEREAS, Plaintiff does not seek to recover civil penalties for any other potentially
15 aggrieved employee;

16 WHEREAS, the Parties consent to Plaintiff’s filing of Exhibit 1 as a First Amended
17 Complaint which includes causes of action seeking PAGA penalties for alleged Labor Code
18 violations on behalf of himself and the State of California only;

19 WHEREAS, a redlined copy of the First Amended Complaint is attached hereto as Exhibit
20 2 for ease of the court’s review;

21 WHEREAS, Plaintiff and Defendant have agreed to settle Plaintiff’s individual claims
22 asserted in the First Amended Complaint for \$15,000, with \$1,000 of the settlement payment
23 allocated to alleged PAGA penalties;

24 WHEREAS, the settlement was reached after extensive negotiations and an exchange of
25 relevant information and data.

26 WHEREAS, Plaintiff’s counsel believes the settlement is a fair, adequate, and reasonable
27 resolution of Plaintiff’s claims asserted in the PAGA notice and First Amended Complaint, and
28

1 arrived at the settlement following arms-length negotiations and after taking into account all
2 relevant factors, present and potential.

3 WHEREAS, pursuant to Labor Code section 2699(m), 35% (\$350) of the amount allocated
4 to alleged PAGA penalties will be made payable to Plaintiff and 65% (\$650) of the amount
5 allocated to alleged PAGA penalties will be made payable to the LWDA;

6 WHEREAS, a copy of the Settlement Agreement is attached hereto as Exhibit 3;

7 WHEREAS, Plaintiff will file a copy of the Settlement Agreement, First Amended
8 Complaint, and Joint Stipulation and Proposed Order Approving PAGA Settlement with the
9 LWDA contemporaneously with the filing of this Joint Stipulation and Proposed Order;

10 WHEREAS, the settlement and compliance with the Settlement Agreement shall not be
11 construed as an admission by Defendant of any liability whatsoever, or as an admission by
12 Defendant of any violations of Plaintiff's (nor any allegedly aggrieved employees') rights,
13 violation of any order, law, statute, duty or contract whatsoever. Defendant expressly denies any
14 and all liability in the PAGA notice and First Amended Complaint. Defendant maintains that it
15 had, and continues to have, legally compliant employment practices throughout the statutory period
16 in California;

17 WHEREAS, neither the settlement nor any of the Settlement Agreement's terms shall be
18 offered or used as evidence by any of the Parties, or their respective counsel in this action or in any
19 other action or proceeding; provided, however, this shall not prevent the settlement from being
20 used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the
21 Settlement Agreement;

22 WHEREAS, it is the Parties' intent that this Stipulation and Proposed Order satisfy the
23 requirements of California Labor Code section 2699(k)(2); and

24 WHEREAS, the Parties agree that upon the occurrence of the dismissal of the action
25 pursuant to the terms of the Settlement Agreement and this Stipulation, the Settlement shall be
26 enforceable by the Court and the Court shall retain exclusive over the action all Parties to interpret
27 and enforce the terms, conditions and obligation of the Settlement Agreement.

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THEREFORE, the Parties hereby Stipulate as follows, subject to the approval of the Court:

1. Plaintiff may file Exhibit 1 as a First Amended Complaint and the Court may deem the First Amended Complaint as the operative complaint in this matter.

2. The attached Settlement Agreement, Exhibit 3, should be approved.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Date: October 07, 2025

PANCER LAW CORPORATION

/s/ Joe Virgilio

Joe Virgilio
Attorney for Plaintiff
Rodiber Pavon

Date:

JACKSON LEWIS P.C.

Eric J. Gitig
Attorney for Defendant
Sonesta International Hotels Corporation

1 **[PROPOSED] ORDER**

2 Pursuant to Labor Code § 2699(1)(2) of the Private Attorneys General Act of 2004 (“PAGA”),
3 Plaintiff Rodiber Pavon (“Plaintiff”) and Defendant Sonesta International Hotels Corporation
4 (“Defendant”) (collectively the “Parties”) jointly filed a Joint Stipulation for Leave to File First
5 Amended Complaint and [Proposed] Order Approving PAGA Settlement (the “Stipulation”).

6 Having considered the Stipulation, and all authorities submitted in support, and the fully-
7 executed PAGA Settlement Agreement (the “Settlement Agreement”), and good cause appearing, **IT**
8 **IS ORDERED** as follows:

- 9 a) The First Amended Complaint attached to the Stipulation as Exhibit 1 is hereby filed and
10 deemed the operative complaint.
- 11 b) The Settlement Agreement is incorporated herein as if expressly set forth, and shall be
12 enforced according to its terms;
- 13 c) The Parties’ settlement of Plaintiff’s Private Attorneys General Act of 2004 (“PAGA”) claim
14 is **APPROVED** in accordance with the terms of the Stipulation and Settlement Agreement;
- 15 d) Upon Defendant’s funding of the Settlement as required by the Settlement Agreement: (1) all
16 of Plaintiff’s Claims, including all of Plaintiff’s individual PAGA Claims, as defined in the
17 Settlement Agreement, are dismissed *with prejudice* as to Plaintiff and Plaintiff shall be
18 deemed to have released Defendant, Defendant’s past, present and future direct or indirect
19 parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners,
20 officers, directors, managers, owners, trustees, administrators, fiduciaries, employment
21 benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers,
22 reinsurers and/or agents and their successors and assigns individually and in their official
23 capacities from all claims under PAGA as set forth in the Settlement Agreement.
- 24 e) The Parties are to bear their own costs, except as otherwise provided in the Settlement
25 Agreement;
- 26 f) Pursuant to California Labor Code § 2699(1)(3), a copy of this Order shall be submitted to the
27 LWDA within 10 days after entry of this Order;

1 g) Under California Code of Civil Procedure § 664.6, the Court shall have and retain continuing
2 jurisdiction over this action, the Parties, including after the entry of this Order, to the fullest
3 extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement
4 Agreement and this Order.

5 **GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and
6 Protective Order.

7 **IT IS SO ORDERED.**

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9 Dated: _____

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JUDGE OF THE SUPERIOR COURT

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EXHIBIT 1

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4 Email: ian@sandiegolegal.net, joe@sandiegolegal.net

5 Attorneys for Plaintiff
6 Rodiber Pavon

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10 Rodiber Pavon, an individual,

11 Plaintiff,

12 v.

13 Sonesta International Hotels Corporation, a
Maryland Corporation, and DOES 1 to 20,

14 Defendants.
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) **CASE NO. 24CU006793C**
)
) **FIRST AMENDED COMPLAINT**
)
) 1. Meal Break Violation;
) 2. Rest Break Violation;
) 3. Wage And Hour Violation;
) 4. Statutory Damages Pursuant To Lab. Code
) § 226(E);
) 5. Unfair Competition;
) 6. Failure to Pay State Minimum/Regular
) Wages via the PAGA;
) 7. Failure to Pay State Overtime Wages via
the PAGA;
) 8. Failure to Timely Pay Wages via the
PAGA;
) 9. Meal and Rest Break Labor Code
Violations via the PAGA;
) 10. Wage Statement Violations via the
PAGA;
) 11. Failure to Maintain Payroll Records via
the PAGA;
) 12. Failure to Reimburse in Violation of
California Labor Code § 2802 via the PAGA;
and
) 13. Miscellaneous Labor Code Violations via
the PAGA.

1 Plaintiff Rodiber Pavon (hereafter, "Plaintiff"), an individual in is capacity as the State of
2 California's designated proxy under the Private Attorneys General Act and on behalf of himself
3 allege:

4 **NATURE OF THE ACTION**

5 1. Plaintiff is suing in his individual capacity and proceeding herein under the Private
6 Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*, seeking civil
7 penalties on behalf of the State of California.

8 **PRELIMINARY ALLEGATIONS**

9 2. Rodiber Pavon is an individual and a resident of the State of California.

10 3. Sonesta International Hotels Corporation is a Maryland Corporation that is and was at all
11 times relevant doing business at all relevant times herein in the County of Contra Costa in the
12 State of California.

13 4. Sonesta International Hotels Corporation and DOES 1 through 20 are hereafter referred to
14 collectively as "Defendants."

15 5. DOES 1 through 20 are individuals and entities who are responsible in some manner for
16 the claims and injuries alleged by Plaintiff in this Complaint. Plaintiff is presently ignorant of
17 the names and identities of DOES 1 through 20, but will amend this complaint to allege the
18 same upon receipt of that information.

19 6. Plaintiff is informed and believes and thereon alleges that each "Doe" Defendant is
20 responsible in some manner for the occurrences herein alleged, and Plaintiff's injuries and damages
21 as herein alleged are directly, proximately and/or legally caused by Defendants and their acts.

22 7. Plaintiff is informed and believes and thereon alleges that the aforementioned DOES are
23 somehow responsible for the acts alleged herein as the agents, employers, representatives or
24 employees of other named Defendants, and in doing the acts herein alleged were acting within the
25 scope of their agency, employment or representative capacity of said named Defendants.

26 8. The tortious acts and omissions alleged herein were performed by Defendants' management
27 level employees. Defendants allowed and/or condoned a continuing pattern of unlawful practices in
28 violation of the California Labor Code, and have caused, and will continue to cause, Plaintiff's

1 economic damage in an amount to be proven at trial.

2 **GENERAL ALLEGATIONS**

3 9. Defendants operate a hotel known as Sonesta Select Pleasant Hills (hereafter, the “hotel”).

4 10. The named Plaintiff is an “aggrieved employee” because Defendants employed
5 Plaintiff in California and Plaintiff experienced one or more of the alleged Labor Code
6 violations committed against the Plaintiffs, and therefore the named Plaintiff is properly suited
7 to act on behalf the state, and collect civil penalties for all violations committed against the
8 Aggrieved Employees, who are also aggrieved employees as defined by Labor Code §
9 2699(c).

10 11. California law provides that an aggrieved employee may file a representative action
11 under the PAGA against an employer for civil penalties in connection with violations of the
12 Labor Code and Wage Order.

13 12. Plaintiff was employed by Defendants as a Housekeeping Supervisor from
14 approximately June of 2022 through the present date. Plaintiff is responsible for supporting
15 housekeeping staff in maintaining the cleanliness of guest rooms and common areas. Plaintiff’s
16 duties include, but are not limited to managing the inventory of guest rooms, ensuring that all
17 necessary supplies are stocked and available to guests. Plaintiff is also expected to complete
18 laundry duties for guest rooms, which involves washing, drying, folding, and delivering linens and
19 towels. Additionally, Plaintiff oversees compliance with Sonesta cleanliness standards, responding
20 to inspections to ensure that all areas meet required guidelines. Plaintiff’s other duties involve
21 assisting with the preparation of guest rooms for new arrivals, providing training and guidance to
22 new or less experienced staff members, and coordinating with other departments of the hotel to
23 ensure smooth operations.

24 13. Plaintiff is a non-exempt hourly employee with rate of pay \$23/hour at the time of his being
25 hired, increasing to a rate of \$23.51/hour from March 12, 2023 to the present.

26 14. Plaintiff is generally scheduled to work Wed-Sun from 8 AM – 4:30 PM. Plaintiff also has
27 a supposed meal break. However, the meal break is not legally compliant because Defendants
28 require Plaintiff to clock in and out for meal breaks regardless of whether he is being relieved of his

1 duties. Thus Plaintiff does not receive a true duty-free meal period. Similarly, Plaintiff does not
2 receive a true duty-free rest period at any time.

3 15. Although scheduled to work 40 hours per week, Plaintiff worked in excess of 40 hours per
4 week for reasons including, without limitation, following:

5 a. Plaintiff's meal breaks are not legally compliant because he remains subject to
6 the control of Defendants, entitling him to compensation for the meal break,
7 which has not been paid.

8 b. Often Plaintiff does not receive meal breaks at all because there are, for
9 example, an excess of new arrivals to prepare for or other miscellaneous duties
10 as assigned by Defendants to be completed in a timely manner.

11 16. Defendants owe Plaintiff one hour of premium wages for each day Plaintiff worked for
12 Defendants as a meal period premium under Labor Code Section 226.7 because Defendants have
13 failed to provide Plaintiff a lawful meal period.

14 17. Additionally, Defendants owe Plaintiff one hour of wages for each day Plaintiff worked for
15 Defendants as a rest period premium under Labor Code Section 226.7 because Defendants have
16 failed to provide Plaintiff a lawful rest period.

17 18. Additionally, because Plaintiff is not provided with duty free meal periods, Plaintiff works
18 in excess of 8 hours per day without being provided the statutorily prescribed overtime
19 compensation.

20 19. Lab. Code§ 1194 required Defendants to compensate Plaintiff at a rate of no less than
21 one-and-one-half times his regular rate of pay for all hours worked in excess of eight (8) hours
22 in each workday, and a rate of no less than twice his regular rate of pay for all hours worked in
23 excess of twelve (12) hours in a single workday.

24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

25 20. As to exhaustion of administrative remedies, on **September 9, 2024**, Plaintiffs, via counsel,
26 sent correspondence to the LWDA (via online filing) and Defendants via certified U.S. Mail
27 indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

28 21. The LWDA did not serve notice of its intent to assume jurisdiction over the applicable

1 penalty claims nor provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory
2 period.

3 22. Therefore, Plaintiff has exhausted their administrative remedies and have the right to pursue
4 claims and remedies as authorized by the PAGA.

5 **FIRST CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATION**

7 **By Plaintiff Against All Defendants**

8 23. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
9 previous and subsequent allegations in this complaint.

10 24. During all times relevant herein, Defendants unlawfully required Plaintiff to work for
11 more than five (5) hours without providing him a lawful meal period of at least thirty (30)
12 minutes, in violation of Lab. Code §§ 226.7 and 512.

13 25. Specifically, Plaintiff does not have a "duty-free" meal break. Plaintiff is expected to
14 clock out for a meal break and continue working for the full duration of said meal break.

15 26. Requiring an employee to remain available during their breaks is a form of retaining
16 control over the employee.

17 27. An employee is not relieved from all duty when they remain under the dominion and
18 control of their employers during their breaks.

19 28. Defendants have failed to pay Plaintiff the meal period premium due pursuant to Lab.
20 Code § 226.7.

21 29. Therefore, Plaintiff is entitled to relief provided by Lab. Code § 226.7 in the amount
22 equal to an additional one (1) hour of pay at Plaintiff's regular rate of compensation for each
23 day that a meal period has not been provided.

24 30. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
25 218.5.

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1 **SECOND CAUSE OF ACTION**

2 **REST PERIOD VIOLATION**

3 **By Plaintiff Against All Defendants**

4 31. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
5 previous and subsequent allegations in this complaint.

6 32. The applicable wage order and Lab. Code§ 226.7 are applicable to Plaintiff's
7 employment by Defendants.

8 33. Lab. Code § 226.7 provides that no employer shall require an employee to work during any
9 rest period mandated by an applicable order of the IWC.

10 34. The applicable Wage Order provides that "[e]very employer shall authorize and permit
11 all employees to take rest periods, which insofar as practicable shall be in the middle of each
12 work period" and that the "rest period time shall be based on the total hours worked daily at the
13 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof' unless the
14 total daily work time is less than three and one-half (3½) hours.

15 35. Defendants willfully require Plaintiff to work four (4) or more hours without authorizing
16 or permitting legally compliant, ten (10) minute rest periods per each four (4) hour period
17 worked.

18 36. Specifically, Plaintiff never has a "duty-free" rest period. From the beginning to the end
19 of his shift, Plaintiff is expected to be available to perform duties assigned by Defendants.

20 37. An employee is not relieved from all duty when they remain under the dominion and
21 control of their employers during their breaks.

22 38. Defendants have failed to pay Plaintiff the rest period premium due pursuant to Lab.
23 Code § 226.7.

24 39. Defendant' s conduct violates the applicable Wage Order and Lab. Code§ 226.7.

25 40. Pursuant to the applicable wage order and Lab. Code§ 226.7(b), Plaintiff is entitled to
26 recover from Defendants one (1) additional hour of pay at his regular hourly rate of compensation
27 for each work day that any rest period has not been provided.

28 41. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and

1 218.5.

2 **THIRD CAUSE OF ACTION**

3 **WAGE AND HOUR VIOLATION**

4 **By Plaintiff Against All Defendants**

5 42. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
6 previous and subsequent allegations in this complaint.

7 43. Defendants have not paid Plaintiff all wages owed, including the minimum wage
8 and/or the legal overtime compensation applicable to Plaintiff as required by Lab. Code§ 1194
9 and the applicable wage order.

10 44. Defendants are aware that Plaintiff regularly works in excess of eight (8) hours in a
11 single day due to the Plaintiff being under Defendants' control during meal periods.

12 45. Defendants have willfully failed to pay Plaintiff straight time or overtime for all
13 hours worked, including for time spent during the unlawful meal periods, which should be
14 compensated at proper straight and overtime rates in accordance with the law.

15 46. Therefore, Plaintiff is entitled to recover all unpaid compensation, including, without
16 limitation, straight time and overtime compensation that defendants have not paid Plaintiff, as well
17 as prejudgment interest.

18 47. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
19 218.5.

20 **FOURTH CAUSE OF ACTION**

21 **STATUTORY DAMAGES PURSUANT TO LAB. CODE§ 226(e)**

22 **By Plaintiff Against All Defendants**

23 48. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all previous
24 and subsequent allegations in this complaint.

25 49. Pursuant to Lab. Code§ 226(a)(1)-(9), employers must issue wage statements to their
26 employees that accurately include 9 distinct pieces of information. The failure to comply with
27 just one of these 9 requirements triggers an employer's liability for statutory damages pursuant
28 to Lab. Code § 226(e).

1 50. Plaintiff's pay stubs are deficient and non-compliant in that:

2 i. The paystubs fail to accurately state Plaintiffs gross wages or net wages
3 earned, including, without limitation, meal and rest period premiums and
4 overtime pay, in violation of Lab. Code § 226(a)(1) and Lab. Code §
5 226(a)(5).

6 ii. The paystubs fail to accurately state the hours that Plaintiff worked.

7 51. As a result, Plaintiff has been harmed in that he is unable to promptly and easily determine
8 from the wage statement alone the information listed in § 226(e)(2)(B)(i).

9 52. Defendants' failure to comply with the requirements of Lab. Code § 226(a) is knowing and
10 intentional.

11 53. Pursuant to Lab. Code § 226(e)(1), Plaintiff is therefore entitled to a statutory penalty of
12 fifty dollars (\$50) for the initial violation, and one hundred dollars (\$100) per pay period for
13 each subsequent violation.

14 54. Plaintiff is also entitled to attorney fees and costs pursuant to Lab. Code § 226.

15 **FIFTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **By Plaintiff Against All Defendants**

18 55. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
19 previous and subsequent allegations in this complaint.

20 56. Defendants' conduct in failing to pay Plaintiff's wages, meal period premiums, rest
21 period premiums, and overtime due constituted unfair competition.

22 57. Pursuant to Business and Professions § 17203, Plaintiff is entitled to Restitution of all
23 wrongfully withheld wages and premiums.

24 58. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure § 1021.5

25 **SIXTH CAUSE OF ACTION**

26 **Individual Claim for Civil Penalties**

27 **Under California Labor Code §§ 2698, 2699, et seq. for**

28 **Failure to Pay Local/State Minimum/Regular Wages**

**in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1811, 1198, and
the applicable Industrial Welfare Commission (IWC)
Wage Order, and Where applicable the Local Min. Wage Ordinance
(Against all Defendants)**

59. Plaintiff re-alleges and incorporates by reference the foregoing allegations, as though set forth herein.

60. Pursuant to Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1197.1, and 1198, it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable IWC Wage Order and, where applicable on public works projects, prevailing wage laws.

61. During all times relevant, Defendants were required to pay Plaintiff their respective hourly rate for all hours worked and/or minimum wages and/or prevailing wages per state law or applicable local law.

62. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiff's employment with Defendants.

63. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

64. Under state and, where appropriate, local law, every employer must pay each nonexempt employee minimum wages. (*See, e.g.,* Los Angeles County Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

65. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for violations of the foregoing laws during the proposed PAGA Period.

66. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the payment of a wage less than the minimum wage "applicable to the employee" including attorneys' fees, costs, and interest.

67. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil penalties for each underpaid

1 employee as set for in Labor Code § 558.

2 68. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one
3 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
4 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation
5 in which Defendants violated the minimum wage and/or regular wage provisions of the Labor
6 Code, including but not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1194.2, 1197, and
7 1198 the exact amount of the applicable civil penalty is all in an amount to be shown according to
8 proof at trial.

9 69. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
10 including but not limited to civil penalties, attorneys' fees, and costs incurred herein all in an
11 amount to be shown according to proof at trial.

12 **SEVENTH CAUSE OF ACTION**

13 **Individual Claim for Civil Penalties**

14 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
15 **Failure to Pay State Overtime and/or Double-Time Compensation**
16 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,**
17 **510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, 1198,**
18 **and the Applicable IWC Wage Order**
19 **(Against all Defendants)**

20 70. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
21 forth herein.

22 71. California law requires an employer to pay each employee for the actual hours worked. (*See*
23 Cal. Labor Code §§ 200, 226.)

24 72. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiff's
25 employment with Defendants.

26 73. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours
27 worked" include the time during which an employee is "suffered or permitted to work, whether or
28 not required to do so."

1 74. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for
2 each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8)
3 hours in a day, the employer must pay the employee's regular hourly wage. For each hour (or
4 fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in
5 a workday the employer must pay the rate of one and a half times the employee's regular hourly
6 wage.

7 75. For each hour (or fraction thereof) an employee works more than twelve (12) h

8 76. ours in one day or more than eight (8) hours a day on the seventh consecutive day of work,
9 the employer must compensate the employee at the rate of no less than twice the regular rate of pay
10 for that employee.

11 77. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for
12 violations of the foregoing overtime laws during the proposed PAGA Period.

13 78. At all material times, Defendants were and/or are Aggrieved Employees' employers or
14 persons acting on behalf of Aggrieved Employees' employer, within the meaning of California
15 Labor Code §§ 558 and 558.1, and, as such, are subject to civil penalties as set for in Labor Code §
16 558.

17 79. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a civil penalty of
18 one hundred dollars (\$100.00) per pay period for the initial violation and two hundred (\$200.00)
19 for each per pay period for each subsequent violation in which Defendants violated the overtime
20 provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount
21 of the civil penalties sought is in an amount to be shown according to proof at trial.

22 80. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
23 including but not limited to civil penalties, attorneys' fees, and costs incurred herein all in an
24 amount to be shown according to proof at trial.

25 **EIGHTH CAUSE OF ACTION**

26 **Individual Claim for Civil Penalties**

27 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

28 **Failure to Timely Pay Earned Wages in Violation of California**

**Labor Code §§ 201, 201.3, 202, 203, 204, 204b,
218.5, 218.6, 256, 1198, and the applicable Wage Order**

(Against all Defendants)

81. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

82. Pursuant to Labor Code § 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

83. Pursuant to Labor Code § 202, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

84. Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

85. Pursuant to Labor Code § 204, “all wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

86. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week.”

87. Defendants did not properly pay Plaintiff pursuant to the requirements of Labor Code §§ 201, 201.3, 202, 204 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

88. At all material times, Defendants and DOES 1 through 50 were and/or are Plaintiff’s employers, within the meaning of California Labor Code § 558, and, as such, are subject to civil penalties for each underpaid employee as set for in Labor Code § 558.

89. Plaintiffs seek to recover civil penalties pursuant to the PAGA from the Defendants for any

1 violations of the foregoing Labor laws during the proposed PAGA Period.

2 90. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a civil penalty of
3 one hundred dollars (\$100.00) for each pay period for the initial violation and two hundred
4 (\$200.00) for each pay period for each subsequent violation in which Defendants violated Labor
5 Code §§ 201, 201.3, 202, 203, 204, 204b, and 256.

6 91. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
7 including but not limited to civil penalties, attorneys' fees, and costs incurred herein all in an
8 amount to be shown according to proof at trial.

9 **NINTH CAUSE OF ACTION**

10 **Individual Claim for Civil Penalties**

11 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

12 **Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7,**

13 **512, 1198, and the applicable IWC Wage Order**

14 (Against all Defendants)

15 92. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
16 forth herein.

17 93. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
18 violations of Labor Code §§ 226.7, 512, and 1198 during the proposed PAGA Period.

19 94. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a civil penalty of one
20 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
21 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation
22 in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of
23 the applicable penalty is all in an amount to be shown according to proof at trial.

24 95. Wherefore, Plaintiff requests all remedies available to them pursuant to the PAGA all in an
25 amount to be shown according to proof at trial.

26 **TENTH CAUSE OF ACTION**

27 **Individual Claim for Civil Penalties**

28 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

1 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

2 **and the applicable IWC Wage Order**

3 (Against all Defendants)

4 96. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
5 forth herein.

6 97. Plaintiff alleges that Labor Code § 226 subdivision (a) requires, in pertinent part, that every
7 employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or her
8 employees, either as a detachable part of the check, draft, or voucher paying the employee's wages,
9 or separately if wages are paid by personal check or cash, an accurate itemized statement in writing
10 showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of
11 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
12 (4) all deductions, provided that all deductions made on written orders of the employee may be
13 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
14 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
15 social security number..., (8) the name and address of the legal entity that is the employer. . . , and
16 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
18 temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked
19 for each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

20 98. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
21 violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during the proposed PAGA Period.

22 99. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a civil penalty of one
23 hundred dollars (\$100.00) for each pay period for the initial violation and two hundred (\$200.00)
24 for each pay period for each subsequent violation in which all culpable Defendants violated the
25 applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the
26 applicable civil penalty is all in an amount to be shown according to proof at trial.

27 100. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
28 including but not limited to civil penalties, attorneys’ fees, and costs incurred herein under §§ 226,

226.3, and 226.6 all in an amount to be shown according to proof at trial.

ELEVENTH CAUSE OF ACTION

Individual Claim for Civil Penalties

For Failure to Maintain Required Records in Violation of California

Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198

(Against All Defendants)

101. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

102. Section 7 of the typical Wage Order requires every employer to maintain time and payroll records.

103. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any violations of Labor Code § 1174 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by Plaintiff.

104. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a civil penalty of one hundred dollars (\$100.00) for each pay period for the initial violation and two hundred (\$200.00) for each pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable civil penalty is all in an amount to be shown according to proof at trial.

105. For the reasons alleged herein, Plaintiff seeks all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

TWELFTH CAUSE OF ACTION

Individual Claim for Civil Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of

California Labor Code §§ 2802, 1198, and the Applicable Wage Order

(Against all Defendants)

106. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set

1 forth herein.

2 107. California Labor Code § 2802 requires employers to indemnify their employees for
3 expenses and losses incurred while discharging their duties or obedience to the directions of their
4 employer.

5 108. California Labor Code § 2804 prohibits waiver of this statutory right.

6 109. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
7 violations of Labor Code § 2802 for failing to reimburse his work-related expenses.

8 110. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a civil penalty of one
9 hundred dollars (\$100.00) for each pay period for the initial violation and two hundred (\$200.00)
10 for each pay period for each subsequent violation in which all culpable Defendants violated the
11 applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the
12 applicable civil penalty is all in an amount to be shown according to proof at trial.

13 111. For the reasons alleged herein, Plaintiff seeks all available remedies pursuant to the PAGA
14 all in an amount to be shown according to proof at trial.

15 **THIRTEENTH CAUSE OF ACTION**

16 **Individual Claim for Civil Penalties**

17 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

18 **Individual and Representative Claim for PAGA Penalties and Wage**

19 **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code**

20 **subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205,**

21 **205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5,**

22 **223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**

23 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, §§ 351-356,**

24 **and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,**

25 **552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,**

26 **1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order,**

27 **subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1,**

28 **1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392,**

1 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,
2 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
3 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
4 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7

5 **and the Applicable Wage Order**

6 (Against all Defendants)

7 112. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
8 forth herein.

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

15 114. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
16 violations of the foregoing Labor Codes.

17 115. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, civil penalties for
18 violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5,
19 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213,
20 Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and
21 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249,
22 351-356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511,
23 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973,
24 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage
25 Order, subdivision (b) of Section 1198.3, 1198.5, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294,
26 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
27 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
28 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,

1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

116. Labor Code § 558 establishes a civil penalty as follows: 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 (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (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; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

117. Plaintiff seeks civil penalties for Defendants’ conduct as alleged herein as permitted by law all in an amount to be shown according to proof at trial.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for the following relief:

1. Special damages.
2. Premium pay as allowable by law including, without limitation, Lab. Code §§ 226.7 and 512.
3. Unpaid wages according to proof.
4. Unpaid overtime wages as allowable by law including, without limitation, Lab. Code § 510.
5. Restitution of unpaid wages and premium pay according to proof.
6. Interest as allowable by law including, without limitation, Lab. Code § 218.6.
7. Attorney fees where allowable by law including, without limitation, Lab. Code § 218.5, Lab. Code § 1194, Lab. Code § 226, and Code of Civil Procedure § 1021.5.
8. Statutory damages where allowable by law including, without limitation Lab. Code §

1 226(e).

2 9. For all remedies available to Plaintiffs under the applicable Industrial Welfare Commission
3 Order and the Labor Code via § 2698, *et seq.* including but not limited to the recovery of civil
4 penalties to the named Plaintiff in an amount to be determined at trial;

5 10. That Plaintiff be awarded reasonable attorneys' fees where available by law, including but
6 not limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or
7 other applicable laws; and

8 11. Costs; and

9 12. Such other and further relief as the Court deems just and proper.

10
11 Date: September 25, 2025

PANCER LAW CORPORATION

12
13 /s/ Joe Virgilio

14 Joe Virgilio
15 Attorney for Plaintiff
16 Rodiber Pavon
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EXHIBIT 2

1 Ian Pancer, ~~Esq~~ (SBN 246600)
Joe Virgilio, ~~Esq~~ (SBN 344081)
2 Pancer Law Corporation
4603 Mission Blvd. Suite 220
3 San Diego, California 92109
Telephone: (619) 955-6644
4 Email: ian@sandiegolegal.net, joe@sandiegolegal.net

5 Attorneys for Plaintiff
6 Rodiber Pavon

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10 Rodiber Pavon, an individual,

11 Plaintiff,

12 v.

13 Sonesta International Hotels Corporation, a
Maryland Corporation, and DOES 1 to 20,

14 Defendants.
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) **CASE NO. 24CU006793C**

) **FIRST AMENDED COMPLAINT**

) 1. Meal Break Violation;
) 2. Rest Break Violation;
) 3. Wage And Hour Violation;
) 4. Statutory Damages Pursuant To Lab. Code
) § 226(E);
) 5. Unfair Competition;
) 6. Failure to Pay State Minimum/Regular
) Wages via the PAGA;
) 7. Failure to Pay State Overtime Wages via
) the PAGA;
) 8. Failure to Timely Pay Wages via the
) PAGA;
) 9. Meal and Rest Break Labor Code
) Violations via the PAGA;
) 10. Wage Statement Violations via the
) PAGA;
) 11. Failure to Maintain Payroll Records via
) the PAGA;
) 12. Failure to Reimburse in Violation of
) California Labor Code § 2802 via the PAGA;
) and
) 13. Miscellaneous Labor Code Violations via
) the PAGA.
) ~~1. MEAL BREAK VIOLATION~~
) ~~2. REST BREAK VIOLATION~~
) ~~3. WAGE AND HOUR VIOLATION~~
) ~~4. STATUTORY DAMAGES PURSUANT~~
) ~~TO LAB. CODE § 226(e)~~
) ~~5. UNFAIR COMPETITION;~~

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Plaintiff Rodiber Pavon (hereafter, "Plaintiff"), an individual in is capacity as the State of California's designated proxy under the Private Attorneys General Act and on behalf of himself allege:

NATURE OF THE ACTION

1. Plaintiff is suing in his individual capacity and proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, et seq., seeking civil penalties on behalf of the State of California.

PRELIMINARY ALLEGATIONS

2. Rodiber Pavon (~~hereafter, "Plaintiff"~~) is an individual and a resident of ~~San Diego County~~the State of California.
3. Sonesta International Hotels Corporation is a Maryland Corporation that is and was at all times relevant doing business at all relevant times herein in the County of Contra Costa in the State of California.
4. Sonesta International Hotels Corporation and DOES 1 through 20 are hereafter referred to

collectively as “Defendants.”

5. DOES 1 through 20 are individuals and entities who are responsible in some manner for the claims and injuries alleged by Plaintiff in this Complaint. Plaintiff is presently ignorant of the names and identities of DOES 1 through 20, but will amend this complaint to allege the same upon receipt of that information.

6. Plaintiff is informed and believes and thereon alleges that each “Doe” Defendant is responsible in some manner for the occurrences herein alleged, and Plaintiff’s injuries and damages as herein alleged are directly, proximately and/or legally caused by Defendants and their acts.

7. Plaintiff is informed and believes and thereon alleges that the aforementioned DOES are somehow responsible for the acts alleged herein as the agents, employers, representatives or employees of other named Defendants, and in doing the acts herein alleged were acting within the scope of their agency, employment or representative capacity of said named Defendants.

8. The tortious acts and omissions alleged herein were performed by Defendants’ management level employees. Defendants allowed and/or condoned a continuing pattern of unlawful practices in violation of the California Labor Code, and have caused, and will continue to cause, Plaintiff’s economic damage in an amount to be proven at trial.

8. GENERAL ALLEGATIONS

9. Defendants operate a hotel known as Sonesta Select Pleasant Hills (hereafter, the “hotel”).

10. The named Plaintiff is an “aggrieved employee” because Defendants employed Plaintiff in California and Plaintiff experienced one or more of the alleged Labor Code violations committed against the Plaintiffs, and therefore the named Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

9.11. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

10.12. Plaintiff was employed by Defendants as a Housekeeping Supervisor from

1 approximately June of 2022 through the present date. Plaintiff is responsible for supporting
2 housekeeping staff in maintaining the cleanliness of guest rooms and common areas. Plaintiff's
3 duties include, but are not limited to managing the inventory of guest rooms, ensuring that all
4 necessary supplies are stocked and available to guests. Plaintiff is also expected to complete
5 laundry duties for guest rooms, which involves washing, drying, folding, and delivering linens and
6 towels. Additionally, Plaintiff oversees compliance with Sonesta cleanliness standards, responding
7 to inspections to ensure that all areas meet required guidelines. Plaintiff's other duties involve
8 assisting with the preparation of guest rooms for new arrivals, providing training and guidance to
9 new or less experienced staff members, and coordinating with other departments of the hotel to
10 ensure smooth operations.

11 ~~11.13.~~ Plaintiff is a non-exempt hourly employee with rate of pay \$23/hour at the time of his being
12 hired, increasing to a rate of \$23.51/hour from March 12, 2023 to the present.

13 ~~12.14.~~ Plaintiff is generally scheduled to work Wed-Sun from 8 AM – 4:30 PM. Plaintiff also has
14 a supposed meal break. However, the meal break is not legally compliant because Defendants
15 require Plaintiff to clock in and out for meal breaks regardless of whether he is being relieved of his
16 duties. Thus Plaintiff does not receive a true duty-free meal period. Similarly, Plaintiff does not
17 receive a true duty-free rest period at any time.

18 ~~13.15.~~ Although scheduled to work 40 hours per week, Plaintiff worked in excess of 40 hours per
19 week for reasons including, without limitation, following:

- 20 a. Plaintiff's meal breaks are not legally compliant because he remains subject to
21 the control of Defendants, entitling him to compensation for the meal break,
22 which has not been paid.
- 23 b. Often Plaintiff does not receive meal breaks at all because there are, for
24 example, an excess of new arrivals to prepare for or other miscellaneous duties
25 as assigned by Defendants to be completed in a timely manner.

26 ~~14.16.~~ Defendants owe Plaintiff one hour of premium wages for each day Plaintiff worked for
27 Defendants as a meal period premium under Labor Code Section 226.7 because Defendants have
28 failed to provide Plaintiff a lawful meal period.

1 ~~15-17.~~ Additionally, Defendants owe Plaintiff one hour of wages for each day Plaintiff worked for
2 Defendants as a rest period premium under Labor Code Section 226.7 because Defendants have
3 failed to provide Plaintiff a lawful rest period.

4 ~~16-18.~~ Additionally, because Plaintiff is not provided with duty free meal periods, Plaintiff works
5 in excess of 8 hours per day without being provided the statutorily prescribed overtime
6 compensation.

7 19. Lab. Code§ 1194 required Defendants to compensate Plaintiff at a rate of no less than
8 one-and-one-half times his regular rate of pay for all hours worked in excess of eight (8) hours
9 in each workday, and a rate of no less than twice his regular rate of pay for all hours worked in
10 excess of twelve (12) hours in a single workday.

11 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

12 20. As to exhaustion of administrative remedies, on **September 9, 2024**, Plaintiffs, via counsel,
13 sent correspondence to the LWDA (via online filing) and Defendants via certified U.S. Mail
14 indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

15 21. The LWDA did not serve notice of its intent to assume jurisdiction over the applicable
16 penalty claims nor provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory
17 period.

18 17-22. Therefore, Plaintiff has exhausted their administrative remedies and have the right to pursue
19 claims and remedies as authorized by the PAGA.

20 **FIRST CAUSE OF ACTION**

21 **MEAL PERIOD VIOLATION**

22 **By Plaintiff Against All Defendants**

23 ~~18-23.~~ Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
24 previous and subsequent allegations in this complaint.

25 19-24. During all times relevant herein, Defendants unlawfully required Plaintiff to work for
26 more than five (5) hours without providing him a lawful meal period of at least thirty (30)
27 minutes, in violation of Lab. Code§§ 226.7 and 512.

28 20-25. Specifically, Plaintiff does not have a "duty-free" meal break. Plaintiff is expected to

1 clock out for a meal break and continue working for the full duration of said meal break.

2 21-26. Requiring an employee to remain available during their breaks is a form of retaining
3 control over the employee.

4 22-27. An employee is not relieved from all duty when they remain under the dominion and
5 control of their employers during their breaks.

6 23-28. Defendants have failed to pay Plaintiff the meal period premium due pursuant to Lab.
7 Code§ 226.7.

8 24-29. Therefore, Plaintiff is entitled to relief provided by Lab. Code § 226.7 in the amount
9 equal to an additional one (1) hour of pay at Plaintiff's regular rate of compensation for each
10 day that a meal period has not been provided.

11 25-30. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
12 218.5.

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16 **SECOND CAUSE OF ACTION**

17 **REST PERIOD VIOLATION**

18 **By Plaintiff Against All Defendants**

19 26-31. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
20 previous and subsequent allegations in this complaint.

21 27-32. The applicable wage order and Lab. Code§ 226.7 are applicable to Plaintiff's
22 employment by Defendants.

23 28-33. Lab. Code § 226.7 provides that no employer shall require an employee to work during any
24 rest period mandated by an applicable order of the IWC.

25 29-34. The applicable Wage Order provides that "[e]very employer shall authorize and permit
26 all employees to take rest periods, which insofar as practicable shall be in the middle of each
27 work period" and that the "rest period time shall be based on the total hours worked daily at the
28 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof' unless the

1 total daily work time is less than three and one-half (3½) hours.

2 ~~30-35.~~ Defendants willfully require Plaintiff to work four (4) or more hours without authorizing
3 or permitting legally compliant, ten (10) minute rest periods per each four (4) hour period
4 worked.

5 ~~31-36.~~ Specifically, Plaintiff never has a "duty-free" rest period. From the beginning to the end
6 of his shift, Plaintiff is expected to be available to perform duties assigned by Defendants.

7 ~~32-37.~~ An employee is not relieved from all duty when they remain under the dominion and
8 control of their employers during their breaks.

9 ~~33-38.~~ Defendants have failed to pay Plaintiff the rest period premium due pursuant to Lab.
10 Code § 226.7.

11 ~~34-39.~~ Defendant's conduct violates the applicable Wage Order and Lab. Code§ 226.7.

12 ~~35-40.~~ Pursuant to the applicable wage order and Lab. Code§ 226.7(b), Plaintiff is entitled to
13 recover from Defendants one (1) additional hour of pay at his regular hourly rate of compensation
14 for each work day that any rest period has not been provided.

15 ~~36-41.~~ Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
16 218.5.

17 ~~##~~

18 **THIRD CAUSE OF ACTION**

19 **WAGE AND HOUR VIOLATION**

20 **By Plaintiff Against All Defendants**

21 ~~37-42.~~ Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
22 previous and subsequent allegations in this complaint.

23 ~~38-43.~~ Defendants have not paid Plaintiff all wages owed, including the minimum wage
24 and/or the legal overtime compensation applicable to Plaintiff as required by Lab. Code§ 1194
25 and the applicable wage order.

26 ~~39-44.~~ Defendants are aware that Plaintiff regularly works in excess of eight (8) hours in a
27 single day due to the Plaintiff being under Defendants' control during meal periods.

28 ~~40-45.~~ Defendants have willfully failed to pay Plaintiff straight time or overtime for all

1 hours worked, including for time spent during the unlawful meal periods, which should be
2 compensated at proper straight and overtime rates in accordance with the law.
3 ~~41.46.~~ Therefore, Plaintiff is entitled to recover all unpaid compensation, including, without
4 limitation, straight time and overtime compensation that defendants have not paid Plaintiff, as well
5 as prejudgment interest.

6 ~~42.47.~~ Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
7 218.5.

8 **FOURTH CAUSE OF ACTION**

9 **STATUTORY DAMAGES PURSUANT TO LAB. CODE § 226(e)**

10 **By Plaintiff Against All Defendants**

11 ~~43.48.~~ Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all previous
12 and subsequent allegations in this complaint.

13 ~~44.49.~~ Pursuant to Lab. Code § 226(a)(1)-(9), employers must issue wage statements to their
14 employees that accurately include 9 distinct pieces of information. The failure to comply with
15 just one of these 9 requirements triggers an employer's liability for statutory damages pursuant
16 to Lab. Code § 226(e).

17 ~~45.50.~~ Plaintiff's pay stubs are deficient and non-compliant in that:

- 18 i. The paystubs fail to accurately state Plaintiff's gross wages or net wages
19 earned, including, without limitation, meal and rest period premiums and
20 overtime pay, in violation of Lab. Code § 226(a)(1) and Lab. Code §
21 226(a)(5).
- 22 ii. The paystubs fail to accurately state the hours that Plaintiff worked.

23 ~~46.51.~~ As a result, Plaintiff has been harmed in that he is unable to promptly and easily determine
24 from the wage statement alone the information listed in § 226(e)(2)(B)(i).

25 ~~47.52.~~ Defendants' failure to comply with the requirements of Lab. Code § 226(a) is knowing and
26 intentional.

27 ~~48.53.~~ Pursuant to Lab. Code § 226(e)(1), Plaintiff is therefore entitled to a statutory penalty of
28 fifty dollars (\$50) for the initial violation, and one hundred dollars (\$100) per pay period for

1 each subsequent violation.

2 ~~49-54.~~ Plaintiff is also entitled to attorney fees and costs pursuant to Lab. Code § 226.

3 **FIFTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **By Plaintiff Against All Defendants**

6 ~~50-55.~~ Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
7 previous and subsequent allegations in this complaint.

8 ~~51-56.~~ Defendants' conduct in failing to pay Plaintiff's wages, meal period premiums, rest
9 period premiums, and overtime due constituted unfair competition.

10 ~~52-57.~~ Pursuant to Business and Professions § 17203, Plaintiff is entitled to Restitution of all
11 wrongfully withheld wages and premiums.

12 ~~58.~~ Plaintiff may recover attorney fees pursuant to Code of Civil Procedure § 1021.5

13 **SIXTH CAUSE OF ACTION**

14 **Individual Claim for Civil Penalties**

15 **Under California Labor Code §§ 2698, 2699, et seq. for**

16 **Failure to Pay Local/State Minimum/Regular Wages**

17 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1811, 1198, and**

18 **the applicable Industrial Welfare Commission (IWC)**

19 **Wage Order, and Where applicable the Local Min. Wage Ordinance**

20 **(Against all Defendants)**

21 ~~59.~~ Plaintiff re-alleges and incorporates by reference the foregoing allegations, as
22 though set forth herein.

23 ~~60.~~ Pursuant to Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1197.1, and 1198, it is
24 unlawful for a California employer to suffer or permit an employee to work without paying wages
25 for all hours worked, as required by the applicable IWC Wage Order and, where applicable on
26 public works projects, prevailing wage laws.

27 ~~61.~~ During all times relevant, Defendants were required to pay Plaintiff their respective hourly
28 rate for all hours worked and/or minimum wages and/or prevailing wages per state law or

1 applicable local law.

2 62. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiff's
3 employment with Defendants.

4 63. Pursuant to the applicable Wage Order, "hours worked" include the time during which an
5 employee is "suffered or permitted to work, whether or not required to do so."

6 64. Under state and, where appropriate, local law, every employer must pay each nonexempt
7 employee minimum wages. (See, e.g., Los Angeles County Minimum Wage Ordinance; San Diego
8 Minimum Wage Ordinance, etc.)

9 65. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for
10 violations of the foregoing laws during the proposed PAGA Period.

11 66. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the
12 payment of a wage less than the minimum wage "applicable to the employee" including attorneys'
13 fees, costs, and interest.

14 67. At all material times, Defendants were and/or are Aggrieved Employees' employers or
15 persons acting on behalf of Aggrieved Employees' employer, within the meaning of California
16 Labor Code §§ 558 and 558.1, and, as such, are subject to civil penalties for each underpaid
17 employee as set for in Labor Code § 558.

18 68. Labor Code § 2699, et seq. imposes upon Defendants, and each of them, a penalty of one
19 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
20 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation
21 in which Defendants violated the minimum wage and/or regular wage provisions of the Labor
22 Code, including but not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1194.2, 1197, and
23 1198 the exact amount of the applicable civil penalty is all in an amount to be shown according to
24 proof at trial.

25 69. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
26 including but not limited to civil penalties, attorneys' fees, and costs incurred herein all in an
27 amount to be shown according to proof at trial.

28 **SEVENTH CAUSE OF ACTION**

Individual Claim for Civil Penalties
Under California Labor Code §§ 2698, 2699, et seq. for
Failure to Pay State Overtime and/or Double-Time Compensation
in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,
510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, 1198,
and the Applicable IWC Wage Order

(Against all Defendants)

70. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

71. California law requires an employer to pay each employee for the actual hours worked. (See Cal. Labor Code §§ 200, 226.)

72. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiff's employment with Defendants.

73. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

74. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage.

75. For each hour (or fraction thereof) an employee works more than twelve (12) h

76. ours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee.

77. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for violations of the foregoing overtime laws during the proposed PAGA Period.

1 78. At all material times, Defendants were and/or are Aggrieved Employees' employers or
2 persons acting on behalf of Aggrieved Employees' employer, within the meaning of California
3 Labor Code §§ 558 and 558.1, and, as such, are subject to civil penalties as set for in Labor Code §
4 558.

5 79. Labor Code § 2699, et seq. imposes upon Defendants, and each of them, a civil penalty of
6 one hundred dollars (\$100.00) per pay period for the initial violation and two hundred (\$200.00)
7 for each per pay period for each subsequent violation in which Defendants violated the overtime
8 provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount
9 of the civil penalties sought is in an amount to be shown according to proof at trial.

10 80. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
11 including but not limited to civil penalties, attorneys' fees, and costs incurred herein all in an
12 amount to be shown according to proof at trial.

13 **EIGHTH CAUSE OF ACTION**

14 **Individual Claim for Civil Penalties**

15 **Under California Labor Code §§ 2698, 2699, et seq. for**

16 **Failure to Timely Pay Earned Wages in Violation of California**

17 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

18 **218.5, 218.6, 256, 1198, and the applicable Wage Order**

19 **(Against all Defendants)**

20 81. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
21 forth herein.

22 82. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned
23 and unpaid at the time of discharge are due and payable immediately."

24 83. Pursuant to Labor Code § 202, "If an employee not having a written contract for a definite
25 period quits his or her employment, his or her wages shall become due and payable not later than
26 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
27 to quit, in which case the employee is entitled to his or her wages at the time of quitting."

28 84. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without

1 abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of
2 the employee shall continue as a penalty from the due date thereof at the same rate until paid or
3 until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

4 85. Pursuant to Labor Code § 204, "all wages ... earned by any person in any employment are
5 due and payable twice during each calendar month, on days designated in advance by the employer
6 as the regular paydays."

7 86. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid employee during any
8 calendar week and prior to or on the regular payday shall be paid for not later than the regular
9 payday of the employer for such weekly-paid employee falling during the following calendar
10 week."

11 87. Defendants did not properly pay Plaintiff pursuant to the requirements of Labor Code §§
12 201, 201.3, 202, 204 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

13 88. At all material times, Defendants and DOES 1 through 50 were and/or are Plaintiff's
14 employers, within the meaning of California Labor Code § 558, and, as such, are subject to civil
15 penalties for each underpaid employee as set for in Labor Code § 558.

16 89. Plaintiffs seek to recover civil penalties pursuant to the PAGA from the Defendants for any
17 violations of the foregoing Labor laws during the proposed PAGA Period.

18 90. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a civil penalty of
19 one hundred dollars (\$100.00) for each pay period for the initial violation and two hundred
20 (\$200.00) for each pay period for each subsequent violation in which Defendants violated Labor
21 Code §§ 201, 201.3, 202, 203, 204, 204b, and 256.

22 91. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
23 including but not limited to civil penalties, attorneys' fees, and costs incurred herein all in an
24 amount to be shown according to proof at trial.

25 **NINTH CAUSE OF ACTION**

26 **Individual Claim for Civil Penalties**

27 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

28 **Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7,**

1 **512, 1198, and the applicable IWC Wage Order**

2 (Against all Defendants)

3 92. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
4 forth herein.

5 93. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
6 violations of Labor Code §§ 226.7, 512, and 1198 during the proposed PAGA Period.

7 94. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a civil penalty of one
8 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
9 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation
10 in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of
11 the applicable penalty is all in an amount to be shown according to proof at trial.

12 95. Wherefore, Plaintiff requests all remedies available to them pursuant to the PAGA all in an
13 amount to be shown according to proof at trial.

14 **TENTH CAUSE OF ACTION**

15 **Individual Claim for Civil Penalties**

16 **Under California Labor Code §§ 2698, 2699, et seq. for**

17 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

18 **and the applicable IWC Wage Order**

19 (Against all Defendants)

20 96. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
21 forth herein.

22 97. Plaintiff alleges that Labor Code § 226 subdivision (a) requires, in pertinent part, that every
23 employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or her
24 employees, either as a detachable part of the check, draft, or voucher paying the employee's wages,
25 or separately if wages are paid by personal check or cash, an accurate itemized statement in writing
26 showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
28 (4) all deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
2 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
3 social security number..., (8) the name and address of the legal entity that is the employer. . . , and
4 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
6 temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked
7 for each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

8 98. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
9 violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during the proposed PAGA Period.

10 99. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a civil penalty of one
11 hundred dollars (\$100.00) for each pay period for the initial violation and two hundred (\$200.00)
12 for each pay period for each subsequent violation in which all culpable Defendants violated the
13 applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the
14 applicable civil penalty is all in an amount to be shown according to proof at trial.

15 100. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699,
16 including but not limited to civil penalties, attorneys’ fees, and costs incurred herein under §§ 226,
17 226.3, and 226.6 all in an amount to be shown according to proof at trial.

18 **ELEVENTH CAUSE OF ACTION**

19 **Individual Claim for Civil Penalties**

20 **For Failure to Maintain Required Records in Violation of California**

21 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

22 (Against All Defendants)

23 101. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
24 forth herein.

25 102. Section 7 of the typical Wage Order requires every employer to maintain time and payroll
26 records.

27 103. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
28 violations of Labor Code § 1174 for failing to maintain certain records which employers are

1 required to maintain, including but not limited to, an accurate record indicating the number hours
2 worked by Plaintiff.

3 104. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a civil penalty of one
4 hundred dollars (\$100.00) for each pay period for the initial violation and two hundred (\$200.00)
5 for each pay period for each subsequent violation in which all culpable Defendants violated the
6 applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the
7 applicable civil penalty is all in an amount to be shown according to proof at trial.

8 105. For the reasons alleged herein, Plaintiff seeks all available remedies pursuant to the PAGA
9 all in an amount to be shown according to proof at trial.

10 **TWELFTH CAUSE OF ACTION**

11 **Individual Claim for Civil Penalties**

12 **Under California Labor Code §§ 2698, 2699, et seq. for**

13 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**

14 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

15 **(Against all Defendants)**

16 106. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set
17 forth herein.

18 107. California Labor Code § 2802 requires employers to indemnify their employees for
19 expenses and losses incurred while discharging their duties or obedience to the directions of their
20 employer.

21 108. California Labor Code § 2804 prohibits waiver of this statutory right.

22 109. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
23 violations of Labor Code § 2802 for failing to reimburse his work-related expenses.

24 110. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a civil penalty of one
25 hundred dollars (\$100.00) for each pay period for the initial violation and two hundred (\$200.00)
26 for each pay period for each subsequent violation in which all culpable Defendants violated the
27 applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the
28 applicable civil penalty is all in an amount to be shown according to proof at trial.

111. For the reasons alleged herein, Plaintiff seeks all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

THIRTEENTH CAUSE OF ACTION

Individual Claim for Civil Penalties

Under California Labor Code §§ 2698, 2699, et seq. for

Individual and Representative Claim for PAGA Penalties and Wage

Under California Labor Code §§ 2698, 2699, et seq. for Violations of California Labor Code

subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205,

205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5,

223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of

Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, §§ 351-356,

and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,

552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,

1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order,

subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1,

1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392,

1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,

1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,

1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,

2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7

and the Applicable Wage Order

(Against all Defendants)

112. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

113. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself

1 and other current or former employees pursuant to the procedures specified in Labor Code §
2 2699.3.

3 114. Plaintiff seeks to recover civil penalties pursuant to the PAGA from the Defendants for any
4 violations of the foregoing Labor Codes.

5 115. Labor Code § 2699, et seq. imposes upon Defendants, and each of them, civil penalties for
6 violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5,
7 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213,
8 Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and
9 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249,
10 351-356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511,
11 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973,
12 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage
13 Order, subdivision (b) of Section 1198.3, 1198.5, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294,
14 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
15 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
16 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,
17 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800,
18 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and
19 6399.7.

20 116. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person
21 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or
22 any provision regulating hours and days of work in any order of the Industrial Welfare Commission
23 (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil
24 penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
25 period for which the employee was underpaid in addition to an amount sufficient to recover
26 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid in addition to an amount
28 sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be

1 paid to the affected employee.

2 ~~53-117.~~ Plaintiff seeks civil penalties for Defendants' conduct as alleged herein as permitted by law
3 all in an amount to be shown according to proof at trial.

4 **PRAYER FOR RELIEF**

5 Wherefore, Plaintiff prays for the following relief:

6 1. Special damages.

7 2. Premium pay as allowable by law including, without limitation, Lab. Code §§ 226.7
8 and 512.

9 3. Unpaid wages according to proof.

10 4. Unpaid overtime wages as allowable by law including, without limitation, Lab. Code
11 §510.

12 5. Restitution of unpaid wages and premium pay according to proof.

13 6. Interest as allowable by law including, without limitation, Lab. Code § 218.6.

14 7. Attorney fees where allowable by law including, without limitation, Lab. Code § 218.5,
15 Lab. Code § 1194, Lab. Code § 226, and Code of Civil Procedure § 1021.5.

16 8. Statutory damages where allowable by law including, without limitation Lab. Code §
17 226(e).

18 9. For all remedies available to Plaintiffs under the applicable Industrial Welfare Commission
19 Order and the Labor Code via § 2698, et seq. including but not limited to the recovery of civil
20 penalties to the named Plaintiff in an amount to be determined at trial;

21 10. That Plaintiff be awarded reasonable attorneys' fees where available by law, including but
22 not limited to pursuant to Labor Code §§ 2698, et seq., Code of Civil Procedure § 1021.5, and/or
23 other applicable laws; and

24
25 11. Costs; and

26 ~~12.~~

27 ~~9.~~ Such other and further relief as the Court deems just and proper.

1 Date: September 25, 2025~~August 20, 2025~~

PANCER LAW

2 CORPORATION

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4

/s/ Joe

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Virgilio

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Joe Virgilio

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Attorney for Plaintiff

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Rodiber Pavon

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EXHIBIT 3

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (the “Agreement”) is entered into by and between **Sonesta International Hotels Corporation** (referred to throughout this Agreement as “Defendant”) and **Rodiber Pavon** (“Plaintiff”). The term “Party” or “Parties” as used herein shall refer to Defendant, Plaintiff, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

(a) Plaintiff was formerly employed by Sonesta International Hotels Corporation; Plaintiff performed work for Defendant from on or around June 10, 2022 to July 22, 2025.

(b) On or about August 20, 2024, Plaintiff brought an action against Defendant, which is pending as *Rodiber Pavon v. Sonesta International Hotels Corporation*, Superior Court of California for the County of San Diego Case No. 24CU006793C (the “Lawsuit”). In the Lawsuit, Plaintiff asserts claims for (1) meal break violations; (2) rest break violations; (3) wage and hour violations; (4) statutory damages pursuant to Labor Code § 226(e); and (5) unfair competition;

(c) On or around September 9, 2024, Plaintiff through his attorney, submitted a letter to the California Labor Workforce Development Agency (“LWDA”) to notify the LWDA of his intent to file a cause of action under the California Private Attorneys General Act of 2004, Labor Code sections 2699, et seq. (“PAGA”), against Defendant based on Defendant’s alleged violations of the California Labor Code (the “PAGA Notice”);

(d) On July 18, 2025, the Parties reached a resolution encompassing the claims in the Lawsuit and Plaintiff’s individual PAGA claim; and

(e) There has been no determination on the merits of the PAGA Notice or the Lawsuit (collectively referred to herein as, the “Action”) but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendant have chosen to enter into this Agreement.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) In consideration for Plaintiff signing this Agreement, and complying with its terms and subject to the revocation language below, if any, Defendant agrees to pay the total gross sum of FIFTEEN THOUSAND DOLLARS (\$15,000) (the “Settlement Payment”), to be paid as follows:

(1) One payment for alleged unpaid wages by check made payable to “Rodiber Pavon” in the amount of ONE THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$1,570), less applicable payroll/tax withholdings, for which Defendant shall issue an IRS Form W-2 to Plaintiff;

(2) One payment for alleged liquidated damages, statutory penalties, civil penalties, interest, and other non-wage damages by check made payable to “Rodiber Pavon” in the amount of SIX THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS (\$6,281), for which Defendant shall issue an IRS Form 1099-MISC Plaintiff;

(3) One payment for alleged PAGA civil penalties in the sum of ONE THOUSAND DOLLARS (\$1,000), thirty-five percent (35%) of which shall be made payable to “Rodiber Pavon”, said amount to be reported by Defendant on an IRS Form 1099-MISC to Plaintiff, and sixty-five percent (65%) of which shall be made payable to the LWDA;

(4) One payment for alleged attorneys’ fees and costs by check made payable to “Pancer Law Corporation” (“Plaintiff’s Counsel”) in the amount of SIX THOUSAND ONE HUNDRED FORTY NINE DOLLARS (\$6,149), for which an IRS Form 1099-MISC shall be issued to each of Plaintiff and Plaintiff’s Counsel.

(b) The Parties acknowledge that there is a good faith dispute regarding Plaintiff’s allegations of unpaid wages and that the consideration set forth in Section 2(a)(1) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(c) Plaintiff understands and agrees Defendant is providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for Plaintiff and Plaintiff’s dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff’s legal representatives of every kind), agrees to indemnify and hold the Releasees (as defined herein) harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority’s determination that Defendant or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff’s Counsel pursuant to Paragraph 2(a) of this Agreement. Plaintiff agrees that Plaintiff shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Defendant or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(d) Plaintiff affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance or interest in Plaintiff’s claims, demands, and causes of action against Releasees, Plaintiff will be responsible for paying any costs and fees associated with and otherwise satisfying that hold or lien or other encumbrance, and will hold Releasees and their attorneys harmless for any costs or fees they incur in association with the hold or lien.

(e) Any settlement payments made by check set forth in this paragraph will be delivered to Plaintiff’s Counsel at 4603 Mission Blvd, Ste 220, San Diego, CA 92109.

3. No Consideration Absent Execution of this Agreement and Approval of Plaintiff’s PAGA Settlement Agreement.

(a) Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Plaintiff’s timely execution of this Agreement and the fulfillment of the promises contained herein, including but not limited to Plaintiff’s agreement to file an amended Complaint (as specified below) and obtain court-approval of the settlement of his individual PAGA claims.

4. Disbursal of Settlement Funds/Dismissal of Action.

(a) The settlement payments described in Paragraph 2(a) will be sent within thirty (30) days after the latest of the following have occurred:

(1) counsel for Defendant receives a copy of the Agreement signed by Plaintiff;

(2) counsel for Defendant receives an updated and executed IRS W-4 Form from Plaintiff;

(3) counsel for Defendant receives executed IRS W-9 Forms from Plaintiff and Plaintiff's Counsel;

(4) Plaintiff files an amended Complaint in the Lawsuit to add causes of action for waiting time penalties and civil penalties under PAGA (as described in Section 5 below);

(5) the Court has executed an Order in the Lawsuit approving the Parties' settlement of Plaintiff's Individual PAGA claim, dismissing Plaintiff's individual PAGA claim with prejudice, and dismissing Plaintiff's non-individual/representative PAGA claim without prejudice (as described in Section 5 below);

(6) counsel for Defendant receives written confirmation from Plaintiff's Counsel that a copy of the Order approving the PAGA Settlement has been provided to the LWDA;

(7) counsel for Defendant receives an original letter from Plaintiff in the form attached as Exhibit "A" and signed and dated at least eight (8) days after Plaintiff's execution of this Agreement; and

(8) the revocation period following the signing of this Agreement has expired.

(b) If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

5. Approval/Dismissal of PAGA Settlement. The Parties will cooperate in seeking leave to amend the Complaint in the Lawsuit, approval of the settlement of Plaintiff's individual PAGA claim in the Lawsuit (the "PAGA Settlement"), a dismissal of Plaintiff's individual PAGA claim with prejudice, and a dismissal of Plaintiff's non-individual/representative PAGA claim without prejudice.

(a) The Parties will cooperate in filing a joint stipulation for leave to amend Plaintiff's Complaint and Approve PAGA Settlement. Plaintiff's Complaint in the Lawsuit will be amended for the sole purpose of adding causes of action for waiting time penalties and civil penalties under PAGA.

(b) The Parties agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed with the Court in order to obtain approval of the PAGA Settlement, including the filing of a motion to approve the settlement in the event the Court denies the Parties' joint stipulation to approve the settlement, and shall take all steps that may be requested by the Court relating to the approval and implementation of the PAGA Settlement.

(c) If a hearing is required to approve the PAGA Settlement, the Parties will jointly appear, support the entry of the Order, and submit a proposed Order granting approval of the PAGA Settlement that has been mutually agreed to by the Parties.

(d) If the Court does not approve the PAGA Settlement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Agreement can be obtained in a manner consistent with the Court's concerns. Should the Court continue to deny approval of the PAGA Settlement, or if the Court's approval of the PAGA Settlement is reversed or materially modified on appellate review, then the entire Agreement will become null and void.

(e) Plaintiff or Plaintiff's Counsel shall submit a copy of the Order approving or denying the PAGA Settlement to the LWDA within seven (7) calendar days after entry of the Order in compliance with Labor Code section 2699(1)(3). If Plaintiff or Plaintiff's Counsel fail to satisfy this condition in strict compliance with Labor Code section 2699(1)(3), the entire Agreement shall be voidable at Defendant's option. Plaintiff or Plaintiff's Counsel will also submit copies of any judgment and/or notice of entry of judgment to the LWDA within seven (7) calendar days from the date any judgment and/or notice of entry of judgment is received in compliance with Labor Code section 2699(1)(3).

(f) Plaintiff or Plaintiff's Counsel shall also submit to the LWDA the check containing the portion of the PAGA Settlement made payable to the LWDA within seven (7) calendar days after the check is received by Plaintiff's Counsel.

6. General Release, Claims Not Released and Related Provisions.

(a) **General Release of All Claims.** Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Defendant, Defendant's past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, managers, owners, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities (collectively referred to herein as "Releasees"), jointly and severally, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control

- Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Families First Coronavirus Response Act;
- The Pregnant Worker’s Fairness Act (“PWFA”)
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released, including but not limited to claims for civil penalties under the California Private Attorneys General Act of 2004, Labor Code §§ 2699, et seq. (“PAGA”);
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff’s own vested or accrued employee benefits under Defendant’s qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers’ compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) claims arising after the execution of this Agreement; or (v) claims to enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement or any other agreement Plaintiff may have signed or company policy, prohibits, prevents, or otherwise limits Plaintiff from (1) reporting possible violations of federal or other law or regulations to any governmental agency, legislative, regulatory or judicial body, or law enforcement authority (e.g., EEOC, NLRB, SEC, DOJ, CFTC, any federal agency responsible for workplace safety, U.S. Congress, or an Inspector General), (2) filing a charge or complaint with any such governmental entity, or (3) participating, testifying, or assisting in any investigation, hearing, or other proceeding brought by, in conjunction

with, or otherwise under the authority of any such governmental entity. To the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies related to any alleged adverse employment action(s), except nothing in this Agreement prohibits, prevents, or otherwise limits Plaintiff's ability or right to seek or receive any monetary award or bounty from any such governmental entity in connection with protected "whistleblower" activity. Plaintiff is also not required to notify or obtain permission from Defendant when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendant or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Plaintiff waives Plaintiff's right to a jury trial subject to applicable law.

(e) **Waiver of California Civil Code Section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, including this waiver of California Civil Code Section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of Section 1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

7. Confidentiality.

Prior to Plaintiff filing the joint stipulation seeking approval of the PAGA Settlement, Plaintiff and Plaintiff's Counsel will not make any public disclosures of any kind regarding this Agreement, including but not limited to postings on Plaintiff's Counsel's website and postings on any social media sites/outlets. Plaintiff's Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the court approves the PAGA Settlement. Following approval of the PAGA Settlement, Plaintiff and Plaintiff's Counsel will not initiate any communications with the media or third parties. If contacted by the media or third parties, Plaintiff and/or Plaintiff's Counsel will only discuss information publicly available. Plaintiff's Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against public disclosures prior to filing the joint stipulation seeking approval of the PAGA Settlement and the restriction against initiating any communications with the media or third parties prior to and following approval of the PAGA Settlement. Plaintiff's Counsel further agrees not to use this Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience, or for purposes of seeking court approval of class/PAGA settlements.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed, caused to be filed, or presently is a party to any claim against Defendant, except the Lawsuit (SDSC Case No.: 24CU006793C). Nothing in this Agreement or these Affirmations is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Plaintiff also affirms that Plaintiff has reported all hours worked as of the date Plaintiff signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Plaintiff signs this Agreement and Plaintiff has been reimbursed for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment, except as alleged in the Lawsuit and which claims are expressly released in Paragraph 6(a) above. Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment. Plaintiff affirms that Plaintiff has been granted any leave to which Plaintiff was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases.

(d) Plaintiff also affirms that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Defendant and/or common law. Under the federal Defend Trade Secrets Act of 2016, Plaintiff shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade

secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Plaintiff's attorney in relation to a lawsuit against Defendant for retaliation against Plaintiff for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Plaintiff and Defendant acknowledge Plaintiff's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(f) Plaintiff represents, warrants and acknowledges that there are bona fide legal arguments and disputes between the Defendant and Plaintiff, and that the consideration described in Paragraph 2 reflects a full compromise for any such claims, including claims under the Fair Labor Standards Act (or applicable state or local wage law) as of the date of execution of the Agreement. Accordingly, the Parties have not found it necessary for the United States Department of Labor (the "USDOL") or any other federal, state or local governmental department or agency to supervise or approve this Agreement, but the Parties agree that if a USDOL or other proceeding is required to approve this Agreement, the Parties shall seek approval and enforcement hereof, including filing a motion or request for approval of this settlement as full consideration for the asserted claim from a court of competent jurisdiction and/or the USDOL (or applicable state or local agency). Further, if any claim or portion thereof is not subject to release, to the extent permitted by law, Plaintiff and Plaintiff's heirs, executors, administrators, and successors, waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the Releasees (as defined herein) is a party. If any claim is not barred by this Agreement, all monies paid hereunder shall be set-off against any relief or recovery. Consistent with this Agreement, in the event any class or collective claim is brought against Releasees, which includes or may include Plaintiff and/or Plaintiff's heirs, executors, administrators, and successors, immediately upon learning of Releasee's inclusion, Plaintiff and/or Plaintiff's heirs, executors, administrators, and successors, as applicable, shall withdraw therefrom without obtaining or accepting any relief or recovery.

(g) Plaintiff specifically covenants not to file a lawsuit against Releasees, and this covenant is a material term of this Agreement. Employee's only potential lawsuit against Releasees, after the date of this Agreement, shall be for breach of this Agreement and any such lawsuit shall be limited to the monetary consideration paid under this Agreement. Plaintiff further affirms that Plaintiff will not proceed in a representative capacity, whether deputized by the State of California or not, against any of the Released Parties for any claims available to Plaintiff under PAGA that accrued prior to Plaintiff's execution of this Agreement. Plaintiff also acknowledges that this Agreement is expressly conditioned upon Plaintiff's affirmation not to proceed as a representative of the State of California under PAGA for any claims against the Released Parties that accrued prior to Plaintiff's execution of this Agreement.

(h) Plaintiff further affirms that Plaintiff has not reported internally to Defendant any allegations of wrongdoing by Defendant or its officers, including any allegations of corporate fraud, and Plaintiff has not been retaliated against for reporting or objecting to any such allegations internally to Defendant.

(i) Plaintiff affirms that all of Defendant's decisions regarding Plaintiff's pay and benefits through the date of Plaintiff's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

9. Return of Property.

Except as provided otherwise in this Agreement or by law, Plaintiff affirms that Plaintiff has returned all of Defendant's property, documents, and/or any confidential information in Plaintiff's possession or control.

Plaintiff also affirms that Plaintiff is in possession of all of Plaintiff's property that Plaintiff had at Defendant's premises and that Defendant is not in possession of any of Plaintiff's property.

10. Neutral Reference.

Plaintiff will direct all requests for references to Defendant's Human Resources Department, which shall provide Plaintiff's dates of employment and job title.

A failure by Plaintiff, or anyone seeking a reference at Plaintiff's direction or request, to direct requests for reference pursuant to this paragraph to Defendant's Human Resources Department as referenced above shall constitute a waiver by Plaintiff of the requirement that Defendant fulfill its obligations under this paragraph. Defendant's Human Resources Department shall only provide Plaintiff's dates of employment and job title.

11. Medicare Secondary Payer Rules.

Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A).

12. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision; provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Agreement. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. However, the Party instituting such an action must take steps to file this Agreement or any documents setting forth the

terms of this Agreement with the court under seal. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Plaintiff agrees to sign a replacement release in a form provided by Defendant.

13. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

14. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

15. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Defendant and Plaintiff, which shall remain in full force and effect according to their terms. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

16. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

17. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it. Instead, it shall be construed as if both Parties prepared it jointly.

18. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Plaintiff or any party acting on Plaintiff's behalf.

19. No Transfer/Assignment of Claims.

Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Releasees as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

20. ADEA Release.

Plaintiff acknowledges that Plaintiff already has attained the age of forty (40) and understands that this is a full release of all existing claims whether currently known or unknown including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act.

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL THE LAW OFFICE OF IAN PANCER, AND SO DOING, ENTERS INTO THIS AGREEMENT.

PLAINTIFF MAY REVOKE THIS AGREEMENT AS TO AGE DISCRIMINATION CLAIMS ONLY FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO MEGAN BIGELOW, 400 CENTRE STREET, NEWTON, MA 02458 AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF THE PORTION OF THE AGREEMENT AND GENERAL RELEASE THAT RELATES TO ANY POTENTIAL AGE DISCRIMINATION CLAIMS." THE REVOCATION MUST BE POSTMARKED OR IF PERSONALLY DELIVERED RECEIVED BY MEGAN BIGELOW, 400 CENTRE STREET, NEWTON, MA 02458 OR HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT.

PLAINTIFF UNDERSTANDS THAT THE RELEASES CONTAINED IN THIS AGREEMENT DO NOT EXTEND TO ANY RIGHTS OR CLAIMS THAT PLAINTIFF HAS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT THAT FIRST ARISE AFTER EXECUTION OF THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

RODIBER PAVON

SONESTA INTERNATIONAL HOTELS CORPORATION

By:  _____

By:  _____

Bradford Maxwell
Executive Vice President, General Counsel

Print
Name: Rodiber pavon

Date: 10/6/2025

Date: 09 / 25 / 2025

**Approved as to form and content and
as to Section 7 (Confidentiality):**

By: /s/ Joe Virgilio
Name: Joe Virgilio
Firm: PANCER LAW CORPORATION

Date: September 25, 2025

EXHIBIT A

October 02, 2025

Eric J. Gitig
Jackson Lewis P.C.
725 South Figueroa Street Suite 2800
Los Angeles, CA 90017

Re: *Rodiber Pavon v. Sonesta International Hotels Corporation*

Dear Eric J. Gitig:

On September 25, 2025, I signed a Settlement Agreement and General Release ("Agreement") in the above-referenced matter. More than seven (7) calendar days have elapsed since I executed the above-mentioned Agreement. I have not revoked my acceptance or execution of that Agreement and hereby reaffirm my acceptance of that Agreement up through the date of this letter.

Very truly yours,



Rodiber Pavon



Title	20250924 PAGA settlement.pdf
File name	20250924_PAGA_settlement.pdf
Document ID	4db071f0296c4b2929c37e86eb4519b6306480e6
Audit trail date format	MM / DD / YYYY
Status	● Signed

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 SENT	09 / 25 / 2025 17:13:08 UTC	Sent for signature to Rodiber Pavon (r.pavon@me.com) from hellosign@casepeer.com IP: 54.185.161.138
 VIEWED	09 / 25 / 2025 17:16:13 UTC	Viewed by Rodiber Pavon (r.pavon@me.com) IP: 73.71.221.41
 SIGNED	09 / 25 / 2025 17:27:34 UTC	Signed by Rodiber Pavon (r.pavon@me.com) IP: 73.71.221.41
 COMPLETED	09 / 25 / 2025 17:27:34 UTC	The document has been completed.



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File name	20250924_PAGA_settlement_Signed.pdf
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Audit trail date format	MM / DD / YYYY
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 SIGNED	10 / 02 / 2025 17:29:41 UTC	Signed by Rodiber Pavon (r.pavon@me.com) IP: 73.71.221.41
 COMPLETED	10 / 02 / 2025 17:29:41 UTC	The document has been completed.