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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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SECOND CAUSE OF ACTION

REST PERIOD VIOLATION

By Plaintiff Against All Defendants

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

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

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

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

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

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

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

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

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

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

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**

**Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,
and the applicable IWC Wage Order
(Against all Defendants)**

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

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

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

99. 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.

100. Plaintiff seeks all remedies available to the Plaintiff pursuant to Labor Code § 2699, 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,

1 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800,
2 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and
3 6399.7.

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

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

16 **PRAYER FOR RELIEF**

17 Wherefore, Plaintiff prays for the following relief:

- 18 1. Special damages.
- 19 2. Premium pay as allowable by law including, without limitation, Lab. Code §§ 226.7
20 and 512.
- 21 3. Unpaid wages according to proof.
- 22 4. Unpaid overtime wages as allowable by law including, without limitation, Lab. Code
23 §510.
- 24 5. Restitution of unpaid wages and premium pay according to proof.
- 25 6. Interest as allowable by law including, without limitation, Lab. Code § 218.6.
- 26 7. Attorney fees where allowable by law including, without limitation, Lab. Code § 218.5,
27 Lab. Code § 1194, Lab. Code § 226, and Code of Civil Procedure § 1021.5.
- 28 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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