

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/4/2026 2:57:05 PM

Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ADRIANA CASTALDI, an individual, on
behalf of Plaintiff, and on behalf of all persons
similarly situated,

Plaintiff,

v.

HILTON RESORTS CORPORATION, a
Delaware corporation; HILTON GRAND
VACATIONS COMPANY, LLC, a Delaware
limited liability company; HILTON GRAND
VACATIONS MANAGEMENT, LLC, a
Nevada limited liability company; and DOES 1-
50, Inclusive,

Defendants.

Case No.: 26CU035404C

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et
seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 - 9) FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE §§ 226, 432, 1198.5 AND THE APPLICABLE IWC WAGE ORDER;
 - 10) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

DEMAND FOR A JURY TRIAL

PLAINTIFF ADRIANA CASTALDI (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant HILTON RESORTS CORPORATION (“Defendant Hilton Resorts”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant HILTON GRAND VACATIONS COMPANY, LLC (“Defendant Hilton Grand Vacations”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant HILTON GRAND VACATIONS MANAGEMENT, LLC (“Defendant Hilton Grand Vacations Management”) is a Nevada limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant Hilton Resorts, Defendant Hilton Grand Vacations, and Defendant Hilton Grand Vacations Management were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of

1 PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as
2 “DEFENDANTS.”

3 5. DEFENDANTS develop, manage, market, and operate vacation property ownership
4 resorts in California, including in the County of San Diego, where PLAINTIFF worked.

5 6. PLAINTIFF was employed by DEFENDANTS in California from August of 2025
6 to February of 2026, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
7 required meal and rest periods and payment of minimum and overtime wages due for all time
8 worked.

9 7. PLAINTIFF reserves the right to seek leave to amend this complaint to add new
10 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
11 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

12 8. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
13 class, defined as all persons who are or previously were employed by Defendant Hilton Resorts
14 and/or Defendant Hilton Grand Vacations and/or Defendant Hilton Grand Vacations Management
15 in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time
16 during the period beginning four (4) years prior to the filing of the original Complaint and ending
17 on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for
18 the aggregate claim of the CALIFORNIA CLASS members is under five million dollars
19 (\$5,000,000.00).

20 9. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
22 CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to lawfully
23 compensate these employees. DEFENDANTS’ uniform policy and practice alleged herein was an
24 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
25 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
26 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
27 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
28

1 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
2 past and current unlawful conduct, and all other appropriate legal and equitable relief.

3 10. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
5 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
6 pursuant to California Code of Civil Procedure Section 474. PLAINTIFF will seek leave to amend
7 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
8 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
9 information and belief alleges, that the DEFENDANTS named in this Complaint, including
10 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
11 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

12 11. The agents, servants and/or employees of DEFENDANTS and each of them acting
13 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the
14 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
15 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
16 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
17 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
18 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
19 DEFENDANTS' agents, servants and/or employees.

20 12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
21 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
22 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
23 provision regulating hours and days of work in any order of the Industrial Welfare Commission
24 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
25 Section 558, at all relevant times.

26 13. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
27 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
28 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any

1 employee a wage less than the minimum fixed by California state law, and as such, are subject to
2 civil penalties for each underpaid employee.

3 14. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
4 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
5 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

6 15. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
7 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
8 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
9 past and current unlawful conduct, and all other appropriate legal and equitable relief.

10 **JURISDICTION AND VENUE**

11 16. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
13 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
14 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

15 17. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
17 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
18 conduct herein alleged in this county against the CALIFORNIA CLASS.

19 **THE CONDUCT**

20 18. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
22 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
23 failed to provide legally compliant meal and rest periods, failed to accurately compensate
24 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
25 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
26 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
27 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
28 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members

1 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
2 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
3 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
4 for business expenses, and failed to issue to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS accurate itemized wage statements showing, among other things, all
6 applicable hourly rates in effect during the pay periods and the corresponding amount of time
7 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
8 purposefully avoid the accurate and full payment for all time worked as required by California law
9 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
10 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
11 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

12 **A. Meal Period Violations**

13 19. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
14 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
15 meaning the time during which an employee is subject to the control of an employer, including all
16 the time the employee is suffered or permitted to work. From time to time during the CLASS
17 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
18 without paying them for all the time they were under DEFENDANTS' control. Specifically,
19 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
20 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
21 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
22 forfeited minimum wage and overtime compensation by regularly working without their time being
23 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
24 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
25 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

26 20. From time to time during the CLASS PERIOD, as a result of their rigorous work
27 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
28 CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off-duty

1 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
2 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
3 more than five (5) hours during some shifts without receiving a meal break. Further,
4 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
5 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
6 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
7 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed “on-duty”
8 meal period exception. When they were provided with meal periods, PLAINTIFF and other
9 CALIFORNIA CLASS members were, from time to time, required to remain on duty and on call.
10 DEFENDANTS’ failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
11 legally required meal breaks is evidenced by DEFENDANTS’ business records. As a result of their
12 rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other members
13 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
14 accordance with DEFENDANTS’ strict corporate policy and practice.

15 **B. Rest Period Violations**

16 21. From time to time during the CLASS PERIOD, PLAINTIFF and other
17 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
18 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
19 DEFENDANTS’ inadequate staffing. Further, for the same reasons, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
21 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
22 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
23 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
24 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
25 members were, from time to time, required to remain on duty and/or on call. PLAINTIFF and other
26 CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a
27 result of their rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and
28

1 other CALIFORNIA CLASS members were from time to time denied their proper rest periods by
2 DEFENDANTS and DEFENDANTS' managers.

3 **C. Unreimbursed Business Expenses**

4 22. DEFENDANTS as a matter of corporate policy, practice, and procedure,
5 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and
6 the other CALIFORNIA CLASS members for required business expenses incurred by PLAINTIFF
7 and other CALIFORNIA CLASS members in direct consequence of discharging their duties on
8 behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to
9 indemnify employees for all expenses incurred in the course and scope of their employment.
10 California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct consequence
12 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
13 even though unlawful, unless the employee, at the time of obeying the directions, believed them
14 to be unlawful."

15 23. In the course of their employment, DEFENDANTS required PLAINTIFF and other
16 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
17 phones and for the maintenance of their work uniforms, as a result of and in furtherance of their
18 job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were required to
19 use their personal cell phones and maintain their work uniforms, in order to perform work related
20 tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF and other
21 CALIFORNIA CLASS members for the use of their personal cell phones and maintenance of their
22 work uniforms. As a result, in the course of their employment with DEFENDANTS, PLAINTIFF
23 and other CALIFORNIA CLASS members incurred unreimbursed business expenses that
24 included, but were not limited to, costs related to the use of their personal cell phones and
25 maintenance of their work uniforms, all on behalf of and for the benefit of DEFENDANTS.

26 **D. Wage Statement Violations**

27 24. California Labor Code Section 226 required an employer to furnish its employees
28 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours

1 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
2 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of the employee's Social Security number or an
4 employee identification number other than a Social Security number, (8) the name and address of
5 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate by the employee.

7 25. From time to time during the CLASS PERIOD, when PLAINTIFF and other
8 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
9 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
10 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
11 wage statements which failed to show, among other things, all deductions, the total hours worked
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
13 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
14 periods.

15 26. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
16 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
17 California Labor Code Section 226.

18 27. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
19 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,
20 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
21 unintentional payroll error due to clerical or inadvertent mistake.

22 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

23 28. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
24 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
25 for all hours worked.

26 29. During the CLASS PERIOD, from time-to-time DEFENDANTS required
27 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
28 work, including but not limited to, sending and receiving work-related communications. This

1 resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-
2 clock.

3 30. DEFENDANTS directed and directly benefited from the undercompensated off-the-
4 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

5 31. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
6 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
7 members.

8 32. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
9 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
10 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
11 wages earned and owed for all the work they performed.

12 33. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
13 employees, subject to the requirements of the California Labor Code.

14 34. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
15 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
16 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
17 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
18 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

19 35. DEFENDANTS knew or should have known that PLAINTIFF'S and the other
20 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

21 36. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
22 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
23 for the time spent working while off-the-clock, including but not limited to, sending and receiving
24 work-related communications. DEFENDANTS' uniform policy and practice to not pay
25 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
26 accordance with applicable law is evidenced by DEFENDANTS' business records.

27
28 ///

1 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
2 **Redeemed Sick Pay**

3 37. From time to time during the CLASS PERIOD, DEFENDANTS failed and
4 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
5 members for their overtime and double time hours worked, meal and rest period premiums, and
6 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
7 forfeited wages due to them for working overtime without compensation at the correct overtime
8 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
9 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS members at
10 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
11 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

12 38. State law provides that employees must be paid overtime at one-and-one-half times
13 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
14 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee’s
15 performance.

16 39. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
17 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
18 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
19 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
20 paid on an hourly basis with bonus compensation when the employees met the various performance
21 goals set by DEFENDANTS.

22 40. However, from time to time, when calculating the regular rate of pay in those pay
23 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
24 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
25 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
26 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
27 rather than just all non-overtime hours worked. Management and supervisors described the
28 incentive/bonus program to potential and new employees as part of the compensation package. As

1 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
2 CLASS members must be included in the “regular rate of pay.” The failure to do so has resulted in
3 a systematic underpayment of overtime and double time compensation, meal and rest period
4 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
5 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
6 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
7 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
8 employee actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated
9 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for
10 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
11 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
12 204.

13 41. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
15 matter of company policy, practice, and procedure, intentionally and knowingly failed to
16 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
17 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
18 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
19 unfair advantage over competitors who complied with the law. To the extent equitable tolling
20 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
21 PERIOD should be adjusted accordingly.

22 **G. Unlawful Deductions**

23 42. DEFENDANTS, from time-to-time, unlawfully deducted wages from
24 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanation and without
25 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
26 result, DEFENDANTS violated Labor Code Section 221.

27
28 ///

1 **H. Timekeeping Manipulation**

2 43. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
3 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
4 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
5 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
6 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and
7 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
8 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
9 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
10 missed rest breaks.

11 44. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
12 time to time, forfeited time worked by working without their time being accurately recorded and
13 without compensation at the applicable pay rates.

14 45. The mutability of the timekeeping system also allowed DEFENDANTS to alter
15 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
16 timekeeping system to create the appearance that PLAINTIFF and other members of the
17 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
18 were not provided an off-duty meal break at all times. This practice is a direct result of
19 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
20 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
21 breaks.

22 46. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
23 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
24 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
25 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
26 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

27
28 ///

1 **I. Unlawful Rounding Practices**

2 47. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
3 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
4 CALIFORNIA CLASS members for the actual time these employees worked each day, including
5 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
6 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
7 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
8 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
9 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
10 employees for all their time worked, including the applicable overtime compensation for overtime
11 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
12 forfeited compensation for their time worked by working without their time being accurately
13 recorded and without compensation at the applicable overtime rates.

14 48. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
15 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
16 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
17 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
18 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
19 duty meal break.

20 **J. Violations for Untimely Payment of Wages**

21 49. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
22 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
23 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
24 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
25 rest period premium wages within the permissible time period.

26 50. Pursuant to California Labor Code Section 201, "If an employer discharges an
27 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
28 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his

1 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
2 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
3 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
4 members were, from time to time, not timely provided the wages earned and unpaid at the time of
5 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
6 and 202.

7 51. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
8 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
9 employment ended during the CLASS PERIOD.

10 **K. Sick Pay Violations**

11 52. California Labor Code Section 246(a)(1) mandates that “An employee who, on or
12 after July 1, 2015, works in California for the same employer for 30 or more days within a year
13 from the commencement of employment is entitled to paid sick days as specified in this section.”
14 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
15 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
16 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
17 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
18 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

19 53. California Labor Code Section 246(i) requires an employer to furnish its employees
20 with written wage statements setting forth the amount of paid sick leave available. From time to
21 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
22 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
23 paid sick leave available.

24 **L. Reporting Time Violations**

25 54. Further, DEFENDANTS from time to time required PLAINTIFF and other
26 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
27 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code
28 Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, “(A) Each workday an

1 employee is required to report for work and does report, but is not put to work or is furnished less
2 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
3 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
4 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” In
5 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members
6 to engage in additional work, this sometimes resulted in a second reporting for work in a single
7 workday. In such a circumstance of a second reporting for work in a single workday,
8 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,
9 tit. 8 § 11040. Subdivision 5(B) states: “If an employee is required to report for work a second time
10 in any one workday and is furnished less than two (2) hours of work on the second reporting, said
11 employee shall be paid for two (2) hours at the employee’s regular rate of pay, which shall be not
12 less than the minimum wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

13 **M. Failure to Provide Personnel Files**

14 55. On March 18, 2026, PLAINTIFF caused a written request via certified mail to be
15 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including but
16 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
17 records; and (5) PLAINTIFF’S complete employment file.

18 56. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
19 personnel records, payroll records, time records, employment contract, and entire employment file
20 within thirty (30) days of their request stated above. In fact, as of the date of filing of this complaint,
21 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750
22 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated California
23 Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by failing to
24 respond and provide PLAINTIFF with their employment file. Labor Code Section 226(b) requires
25 employers to make payroll records available to employees upon reasonable request. Labor Code
26 Section 226(c) further requires that the employer comply with the request for records as soon as
27 practicable, but no later than twenty-one (21) calendar days from the date of request. Labor Code
28 Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who
violates these requirements. Labor Code Section 432 also entitles an employee to receive copies of

1 any signed documents related to the obtaining or holding of employment. Finally, pursuant to the
2 applicable Industrial Welfare Commission wage orders, DEFENDANTS are required to maintain
3 accurate records for employees, including time records, and such records must be made readily
4 available for inspection by the employee upon a reasonable request. Section 1198.5 states that
5 employees (and former employees) have the right to inspect personnel records maintained by the
6 employer “related to the employee’s performance or to any grievance concerning the employee.”
7 Employers must allow inspection or copying within thirty (30) days of the request. As a result,
8 PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with California
9 Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and applicable
10 statutory penalties and an award of attorneys’ fees and costs for bringing this action.

11 57. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
12 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
13 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
14 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
15 provide PLAINTIFF with a second off-duty meal period each workday in which they were required
16 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
17 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
18 DEFENDANTS’ policy caused PLAINTIFF to remain, on-call and on-duty during what was
19 supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
20 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy
21 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
22 comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse
23 PLAINTIFF for required business expenses related to the personal expenses incurred for the use
24 of their personal cell phone and maintenance of their work uniform, on behalf of and in furtherance
25 of their employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or
26 make available to PLAINTIFF their personnel records, payroll records, time records, employment
27 contracts, and entire employment file within thirty (30) days of all their request on March 18, 2026.
28 To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF under

1 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does
2 not exceed the sum or value of \$75,000.

3 **CLASS ACTION ALLEGATIONS**

4 58. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
5 class defined as all persons who are or previously were employed by Defendant Hilton Resorts
6 and/or Defendant Hilton Grand Vacations and/or Defendant Hilton Grand Vacations Management
7 in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time
8 during the period beginning four (4) years prior to the filing of the original Complaint and ending
9 on the date as determined by the Court (the “CLASS PERIOD”).

10 59. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
11 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
12 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
13 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
14 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
15 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
16 expenses.

17 60. The members of the class are so numerous that joinder of all class members is
18 impractical.

19 61. Common questions of law and fact regarding DEFENDANTS’ conduct, including
20 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
21 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
22 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
23 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
24 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
25 overtime, exist as to all members of the class and predominate over any questions affecting solely
26 any individual members of the class. Among the questions of law and fact common to the class are:

- 27 a. Whether DEFENDANTS maintained legally compliant meal period policies and
28 practices;

- b. Whether DEFENDANTS maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate overtime wages;
- e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked;
- f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA CLASS members for required business expenses;
- g. Whether DEFENDANTS issued legally compliant wage statements;
- h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANTS committed an act of unfair competition in violation of California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

62. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS’ conduct and actions alleged herein.

63. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF has the same interests as the other members of the class.

1 64. PLAINTIFF will fairly and adequately represent and protect the interests of the
2 CALIFORNIA CLASS members.

3 65. PLAINTIFF retained able class counsel with extensive experience in class action
4 litigation.

5 66. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
6 interest of the other CALIFORNIA CLASS members.

7 67. There is a strong community of interest among PLAINTIFF and the members of the
8 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
9 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
10 sustained.

11 68. The questions of law and fact common to the CALIFORNIA CLASS members
12 predominate over any questions affecting only individual members, including legal and factual
13 issues relating to liability and damages.

14 69. A class action is superior to other available methods for the fair and efficient
15 adjudication of this controversy because joinder of all class members is impractical. Moreover,
16 since the damages suffered by individual members of the class may be relatively small, the expense
17 and burden of individual litigation makes it practically impossible for the members of the class
18 individually to redress the wrongs done to them. Without class certification and determination of
19 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
20 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

21 a. Inconsistent or varying adjudications with respect to individual members of the
22 CALIFORNIA CLASS which would establish incompatible standards of conduct
23 for the parties opposing the CALIFORNIA CLASS; and/or,

24 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
25 which would, as a practical matter, be dispositive of the interests of the other
26 members not party to the adjudication or substantially impair or impede their ability
27 to protect their interests.
28

1 70. Class treatment provides manageable judicial treatment calculated to bring an
2 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
3 conduct of DEFENDANTS.

4 **FIRST CAUSE OF ACTION**

5 **Unlawful Business Practices**

6 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

8 71. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 72. DEFENDANTS are each a “person” as that term is defined under California
12 Business and Professions Code Section 17201.

13 73. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
14 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
15 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
16 competition as follows:

17 Any person who engages, has engaged, or proposes to engage in unfair competition
18 may be enjoined in any court of competent jurisdiction. The court may make such
19 orders or judgments, including the appointment of a receiver, as may be necessary to
20 prevent the use or employment by any person of any practice which constitutes unfair
21 competition, as defined in this chapter, or as may be necessary to restore to any person
22 in interest any money or property, real or personal, which may have been acquired
23 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

24 74. By the conduct alleged herein, DEFENDANTS have engaged and continue to
25 engage in business practices which violate California law, including but not limited to, the
26 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
27 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
28 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 75. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
2 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
3 or substantially injurious to employees, and were without valid justification or utility for which this
4 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
5 Business and Professions Code, including restitution of wages wrongfully withheld.

6 76. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
7 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
8 mandated meal and rest periods and the required amount of compensation for missed meal and rest
9 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
10 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
11 to the applicable California Labor Code and Industrial Welfare Commission requirements in
12 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
13 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
14 Code Section 17203, including restitution of wages wrongfully withheld.

15 77. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
16 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
17 other members of the CALIFORNIA CLASS to be underpaid during their employment with
18 DEFENDANTS.

19 78. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
20 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
21 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
22 required by California Labor Code Sections 226.7 and 512.

23 79. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
26 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
27 of work.
28

1 80. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 81. By and through the unlawful and unfair business practices described herein,
5 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
9 to unfairly compete against competitors who comply with the law.

10 82. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

15 83. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all time worked.

20 84. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
22 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
23 any unlawful and unfair business practices in the future.

24 85. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

7 86. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 87. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
11 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
12 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
13 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

14 88. Pursuant to California Labor Code Section 204, other applicable laws and
15 regulations, and public policy, an employer must timely pay its employees for all hours worked.

16 89. California Labor Code Section 1197 provides the minimum wage for employees
17 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
18 wage than the minimum so fixed is unlawful.

19 90. California Labor Code Section 1194 establishes an employee's right to recover
20 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
21 of suit.

22 91. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
23 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
24 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
25 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
26 CALIFORNIA CLASS.

27 92. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing

1 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
2 members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 93. In committing these violations of the California Labor Code, DEFENDANTS
4 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
5 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
6 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
7 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
8 and regulations.

9 94. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANTS.

12 95. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
14 failure to pay all earned wages.

15 96. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
16 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
18 and will continue to suffer an economic injury in amounts which are presently unknown to them,
19 and which will be ascertained according to proof at trial.

20 97. DEFENDANTS knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.
22 DEFENDANTS systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
24 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
26 their time worked.

27 98. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
2 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 99. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
8 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
9 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
10 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
11 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
12 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
13 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
14 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
15 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
16 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
17 costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

22 100. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 101. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
26 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
27 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
28

1 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
2 (12) hours in a workday, and/or forty (40) hours in any workweek.

3 102. Pursuant to California Labor Code Section 204, other applicable laws and
4 regulations, and public policy, an employer must timely pay its employees for all hours worked.

5 103. California Labor Code Section 510 provides that employees in California shall not
6 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
7 workweek unless they receive additional compensation beyond their regular wages in amounts
8 specified by law.

9 104. California Labor Code Section 1194 establishes an employee's right to recover
10 unpaid wages, including minimum and overtime compensation and interest thereon, together with
11 the costs of suit. California Labor Code Section 1198 further states that the employment of an
12 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

13 105. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
15 they worked, including overtime work.

16 106. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
18 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
19 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
20 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
21 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
22 forty (40) hours in any workweek.

23 107. In committing these violations of the California Labor Code, DEFENDANTS
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
25 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
26 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
27 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
28 regulations.

1 108. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 109. California Labor Code Section 515 sets out various categories of employees who are
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 110. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
14 a failure to pay all earned wages.

15 111. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
21 records and witnessed by employees.

22 112. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
26 unknown to them, and which will be ascertained according to proof at trial.

27 113. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
4 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
5 worked.

6 114. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 115. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
15 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
17 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
18 owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
20 therefore these individuals are also entitled to waiting time penalties under California Labor Code
21 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,
22 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
23 are entitled to seek and recover statutory costs.

24
25
26
27
28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

3

4

5
6
7

8
9
10
11
12
13
14
15
16
17
18
19
20
21

22
23
24
25
26
27
28

119. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

120. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

121. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

122. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

3 123. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 125. California Labor Code Section 226 provides that an employer must furnish
14 employees with an "accurate itemized" statement in writing showing:

- 15 a. gross wages earned,
- 16 b. total hours worked by the employee, except for any employee whose compensation
17 is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her Social Security number, except that by
27 January 1, 2008, only the last four digits of his or her Social Security number or an
28

employee identification number other than Social Security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

126. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

127. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

128. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 129. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 130. California Labor Code Section 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
12 task, piece, commission basis, or other method of calculation.
13 (e) "Labor" includes labor, work, or service whether rendered or performed under
14 contract, subcontract, partnership, station plan, or other agreement if the labor to
15 be paid for is performed personally by the person demanding payment.

16 131. California Labor Code Section 201 provides, in relevant part, that "If an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 132. California Labor Code Section 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her
23 intention to quit, in which case the employee is entitled to his or her wages at the time
24 of quitting. Notwithstanding any other provision of law, an employee who quits without
25 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
26 requests and designates a mailing address. The date of the mailing shall constitute the
27 date of payment for purposes of the requirement to provide payment within 72 hours
28 of the notice of quitting.

133. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
members' employment contract.

134. California Labor Code Section 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, 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 therefor is commenced; but the
wages shall not continue for more than 30 days.

135. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

136. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code § 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

137. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

138. California Labor Code Section 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

139. From time to time during the CLASS PERIOD, DEFENDANTS violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones and maintenance of work uniforms, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones and to maintain their work uniforms, to execute

1 their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice
2 and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for
3 expenses resulting from the use of their personal cell phones and maintenance of their work
4 uniforms, within the course and scope of their employment for DEFENDANTS. These expenses
5 were necessary to complete their principal job duties. DEFENDANTS are estopped by
6 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were
7 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
8 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
9 members for these expenses as an employer is required to do under the laws and regulations of
10 California.

11 140. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
12 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
14 statutory rate and costs under California Labor Code Section 2802.

15 **NINTH CAUSE OF ACTION**

16 **Failure To Permit Inspection of Employee Records**

17 **(Cal. Lab. §§ 226, 432, 1198.5 and Applicable IWC Wage Orders)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

19 141. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 142. Labor Code Section 226(b) requires employers to make payroll records available to
23 employees upon reasonable request. Labor Code Section 226(c) further requires that the employer
24 comply with the request for records as soon as practicable, but no later than twenty-one (21)
25 calendar days from the date of request.

26 143. Labor Code Section 432 also entitles an employee to receive copies of any signed
27 documents related to the obtaining or holding of employment.
28

1 144. Labor Code § 1198.5 states that employees (and former employees) have the right
2 to inspect personnel records maintained by the employer “related to the employee’s performance
3 or to any grievance concerning the employee.” Employers must allow inspection or copying
4 within thirty (30) days of the request.

5 145. The applicable Industrial Welfare Commission Wage Orders require employers to
6 maintain accurate records for employees, including time records, and such records must be made
7 readily available for inspection by the employee upon a reasonable request.

8 146. On March 18, 2026, PLAINTIFF caused a written request via certified mail to be
9 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including but
10 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
11 records; and (5) PLAINTIFF’S complete employment file.

12 147. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
13 personnel records, payroll records, employment contract, and entire employment file within thirty
14 (30) days of their requests stated above. In fact, as of the date of filing of this Complaint,
15 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

16 148. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
17 with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and
18 applicable statutory penalties and an award of attorneys’ fees and costs for bringing this action.

19 **TENTH CAUSE OF ACTION**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

21 **(Cal. Lab. Code §§2698 *et seq.*)**

22 **(Alleged by PLAINTIFF against all DEFENDANTS)**

23 149. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
24 herein, the prior paragraphs of this Complaint.

25 150. PAGA is a mechanism by which the State of California itself can enforce state labor
26 laws through the employee suing under the PAGA who does so as the proxy or agent of the state's
27 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
28 a law enforcement action designed to protect the public and not to benefit private parties. The

1 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
2 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
3 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
4 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
5 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

6 151. At all relevant times, for the reasons described herein and others, PLAINTIFF and
7 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
8 meaning of Labor Code Section 2699(c).

9 152. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
10 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
11 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

12 153. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
13 Section 2699.3. By certified letter, return receipt requested, dated June 30, 2026, PLAINTIFF
14 gave written notice to the Labor and Workforce Development Agency ("LWDA") and to
15 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
16 including the facts and theories to support the alleged violations. (See Exhibit #1.)

17 154. As of the date of this complaint, more than sixty-five (65) days after serving the
18 LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by
19 certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by
20 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
21 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

22 155. PLAINTIFF, and such persons who may be added from time to time who satisfy the
23 requirements and exhaust the administrative procedures under the PAGA, bring this
24 Representative Action on behalf of the State of California with respect to PLAINTIFF and all
25 individuals who are or previously were employed by Defendant Hilton Resorts and/or Defendant
26 Hilton Grand Vacations and/or Defendant Hilton Grand Vacations Management in California and
27 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
28 beginning June 30, 2025, through the present ("PAGA PERIOD").

1 156. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
2 Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered
3 each of the alleged Labor Code violations committed by DEFENDANTS.

4 157. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
5 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
6 and the applicable IWC Wage Order.

7 158. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
8 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
9 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
10 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,
11 2802, and 2804, in the following amounts:

12 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to two
13 hundred dollars (\$200) per AGGRIEVED EMPLOYEE per pay period [penalty
14 per Labor Code Section 2699(f)];

15 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
16 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
17 any initial violation and one thousand dollars for each subsequent violation
18 [penalty per Labor Code Section 226.3];

19 c. For violations of Labor Code Section 204, a civil penalty in the amount of
20 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
21 violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE
22 for each subsequent violation [penalty per Labor Code Section 210];

23 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
24 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
25 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
26 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
27 per Labor Code Section 558];

28 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount

1 of five hundred dollars (\$500) for each AGGRIEVED EMPLOYEE [penalty
2 per Labor Code Section 1174.5].

3 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
4 a civil penalty in the amount of one hundred dollars (\$100) for each
5 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
6 hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE per pay
7 period for each subsequent violation [penalty per Labor Code Section 1197.1].

8 159. For all provisions of the Labor Code for which civil penalty is not specifically
9 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two
10 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
11 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
12 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
9 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS; and
12 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANTS' violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
17 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action
18 pursuant to California Code of Civil Procedure Section 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to California Labor Code Sections
24 226.7, 512 and the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of California Labor Code Section 226;

- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, in accordance with California Labor Code Section 203; and
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Ninth Cause of Action:

- a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and 1198.5; and
- b. For an injunction compelling production of PLAINTIFF'S employment records pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage Order.

4. On the Tenth Cause of Action:

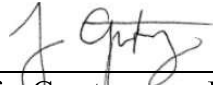
- a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;
- b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
- c. For such other relief as the Court deems just and proper.

5. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: September 4, 2026

ZAKAY LAW GROUP, APLC

By: 
Jennifer Gerstenzang, Esq.

Attorney for PLAINTIFF

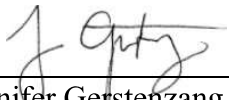
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: September 4, 2026

ZAKAY LAW GROUP, APLC

By: 
Jennifer Gerstenzang, Esq.

Attorney for PLAINTIFF

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

June 30, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

HILTON RESORTS CORPORATION

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 4000 76

HILTON GRAND VACATIONS COMPANY, LLC

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No 9589 0710 5270 3825 4000 69

HILTON GRAND VACATIONS MANAGEMENT, LLC

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3825 4000 52

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff ADRIANA CASTALDI ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant HILTON RESORTS CORPORATION ("Defendant Hilton Resorts"), Defendant HILTON GRAND VACATIONS COMPANY, LLC ("Defendant Hilton Grand Vacations"), and Defendant HILTON GRAND VACATIONS MANAGEMENT, LLC ("Defendant Hilton Grand Vacations Management") (hereinafter, collectively, "Defendants") in California from August of 2025 to February of 2026 as a Marketing Sales Representative. Defendants employed aggrieved employees who performed work at 1594 MarBrisa Circle, Carlsbad, CA 92008. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Hilton Resorts and/or Defendant Hilton Grand Vacations and/or Defendant Hilton Grand Vacations Management who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant Hilton Resorts and/or Defendant Hilton Grand Vacations and/or Defendant Hilton Grand Vacations Management in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were

many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. For example, during the pay period September 5, 2025 to September 18, 2025, Plaintiff was denied at least one rest period. However, as evidenced by the example below, Defendants failed to pay Plaintiff a rest period premium.



Payslip

Page: 1 of 2

Employee Name	Employer Name	Payroll
Adriana Castaldi	Hilton Resorts Corporation	HGV US BIWEEKLY ARREARS
Person Number	Salary Basis Name	Job Title
2117709	Hourly	Agent Point of Sale Marketing
Adjusted Service Date/Hire Date	Department	
4-Aug-2025	3010POSD	
Employee Address	Employer Address	
	5323 Millenia Lakes Blvd. Suite 400 Orlando, FL United States 1-407-613-3100	

Period Type	Period Start Date	Period End Date	Payment Date	Base Salary
Biweekly	5-Sep-2025	18-Sep-2025	25-Sep-2025	17.25

Summary		
Description	Current	Year to Date
Gross Earnings	1,729.48	4,795.75
Pretax Deductions	88.89	125.90
Employee Tax Deductions	304.95	757.24
Voluntary Deductions	51.09	102.18
Net Payment	1,284.55	3,810.43

Description	Start Date	End Date	Hours	Rate	Multiple	Amount
Overtime			6.22	17.25	1.00	107.30
HGV_Premium OT			6.22	23.87	0.50	74.24
Regular Hourly			60.75	17.25	1.00	1,047.94

Earnings		
Description	Current	Year to Date
Commission	500.00	1,000.00
Meal Hours	0.00	51.22
Overtime	107.30	107.30
Premium Overtime	74.24	74.24
Regular Hourly	1,047.94	3,562.99

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and maintenance of their work uniforms in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones and for the maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for

the use of their personal cell phones and for the purchase and maintenance of their work uniforms, all on behalf of and for the benefit of Defendants. For example, during the pay period of October 3, 2025 to October 16, 2025, Defendants required Plaintiff to use Plaintiff's personal cell phone and incur personal expenses for the maintenance of Plaintiff's work uniform. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone and expenses incurred for the maintenance of her work uniform.



Payslip

Page: 1 of 2

Employee Name	Employer Name	Payroll
Adriana Castaldi	Hilton Resorts Corporation	HGV US BIWEEKLY ARREARS
Person Number	Salary Basis Name	Job Title
2117709	Hourly	Agent Point of Sale Marketing
Adjusted Service Date/Hire Date	Department	
4-Aug-2025	3010POSD	
Employee Address	Employer Address	
	5323 Millenia Lakes Blvd. Suite 400 Orlando, FL United States 1-407-613-3100	

Period Type	Period Start Date	Period End Date	Payment Date	Base Salary
Biweekly	3-Oct-2025	16-Oct-2025	23-Oct-2025	17.25

Summary		
Description	Current	Year to Date
Gross Earnings	2,082.35	8,291.32
Pretax Deductions	161.95	367.26
Employee Tax Deductions	385.55	1,369.42
Voluntary Deductions	113.56	266.83
Net Payment	1,421.29	6,287.81

Description	Start Date	End Date	Hours	Rate	Multiple	Amount
Regular Hourly			61.41	17.25	1.00	1,059.33
Sick Leave Entitlement			6.00	24.67	1.00	148.02

Earnings		
Description	Current	Year to Date
Commission	875.00	2,375.00
Meal Hours	0.00	51.22
Overtime	0.00	107.30
Premium Overtime	0.00	74.24
Regular Hourly	1,059.33	5,535.54
Sick Leave Entitlement Payment	148.02	148.02

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (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 the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide

Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to, sending and receiving work-related communications. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said

employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with

the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to California Labor Code Section 202, if an employee 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.” Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to Plaintiff or any penalty wages owed to Plaintiff under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Personnel File Violations: On March 18, 2026, Plaintiff caused a written request via certified mail to be delivered to Defendants for Plaintiff’s personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time records; and (5) Plaintiff’s complete employment file. Defendants failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their request stated above. In fact, as of the date of filing of this notice, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Sections 226, 432 1198.5 and the applicable IWC Wage Orders by failing to respond and provide Plaintiff with their employment file. Section 226 requires employers to make payroll records available to employees upon reasonable request. Section 432 entitles employees to receive copies of any signed documents relating to the obtaining or holding of employment. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer “related to the employee’s performance or to any grievance concerning the employee.” Employers must allow inspection or copying within thirty (30) days of the request.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore

sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

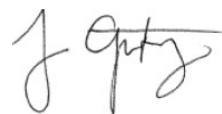
Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

ZAKAY LAW GROUP, APLC

A handwritten signature in black ink, appearing to read 'J Gerstenzang', with a stylized flourish at the end.

Jennifer Gerstenzang, Esq.

9589 0710 5270 3825 4000 69

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Hilton Grand Vacations Company	
Street and Apt. No., or PO Box No.	
2710 Gateway Oaks Dr Ste 150N	
City, State, ZIP+4®	
Sacramento	CA 95833

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3825 4000 52

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Hilton Grand Vacation Management	
Street and Apt. No., or PO Box No.	
2710 Gateway Oaks Dr Ste 150N	
City, State, ZIP+4®	
Sacramento	CA 95833

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3825 4000 76

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	
\$	
Total Postage and Fees	
\$	

Sent To	
Hilton Resorts Corp.	
Street and Apt. No., or PO Box No.	
2710 Gateway Oaks Dr Ste 150N	
City, State, ZIP+4®	
Sacramento	CA 95833

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions