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Assigned for all Purposes
Judge Glenda Sanders

Attorney for Plaintiff
DANIA SOTELO, on behalf of the State of
California and Aggrieved Employees

cx-101

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DANIA SOTELO, on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

v.

PACIFIC CITY OPERATIONS, LLC, a
California limited liability company doing
business as PASEA HOTEL & SPA, and
DOES 1 through 50, Inclusive,

Defendants.

Case No. 30-2021-01196897-CU-OE-CXC

**COMPLAINT FOR PENALTIES
PURSUANT TO THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2699 ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff Dania Sotelo, on behalf of the State of California and Aggrieved Employees,
2 complains against Defendants Pacific City Operations, LLC, a California limited liability company
3 doing business as Pasea Hotel and Spa, and DOES 1 through 50, inclusive, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this enforcement action on behalf of the State of California against
6 Defendant Pacific City Operations, LLC, a California limited liability company doing business as
7 Pasea Hotel and Spa (“Defendant” or “Pasea”) for its systematic violations of California labor
8 law with respect to Defendant's general laborers, housekeepers, and non-exempt hourly
9 employees in California (the “Aggrieved Employees”).

10 2. Defendant maintains a longstanding policy and practice of failing to properly
11 compensate non-exempt employees for work performed during meal periods, for work performed
12 while “off-the-clock,” and for missed meal and rest periods. These policies deny Plaintiff and
13 Aggrieved Employees payment for all hours worked, including overtime, and deny Plaintiff and
14 Aggrieved Employees meal and rest periods that comply with California law.

15 3. Defendant violates California law by knowingly and willfully requiring Plaintiff
16 and Aggrieved Employees to perform work and/or remain on duty during meal and rest periods,
17 subjecting them to interruption during those times.

18 4. Defendant requires Aggrieved Employees to manually clock out for their unpaid
19 meal periods, even though Aggrieved Employees remain on duty and are continuously subject to
20 interruption during that time.

21 5. Plaintiff and Aggrieved Employees bring this claim to challenge Defendant's
22 policies and practices of: (1) failing to authorize and permit Plaintiff and Aggrieved Employees to
23 take meal breaks to which they are entitled by law; (2) failing to authorize and permit Plaintiff
24 and Aggrieved Employees to take rest breaks to which they are entitled by law; (3) failing to
25 compensate Plaintiff and Aggrieved Employees for all hours worked; (4) failing to provide
26 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (5) failing to timely
27 pay Plaintiff and the Aggrieved Employees all wages due to them at the time of termination or
28 resignation; and (6) failing to compensate Plaintiff and Aggrieved Employees for missed meal

1 and rest periods.

2 **PARTIES**

3 6. Plaintiff Dania Sotelo (hereafter “Plaintiff” or “Ms. Sotelo”) is an individual, over
4 the age of eighteen, and at all relevant times, has been a resident of the County of Orange, State
5 of California.

6 7. Defendant Pacific City Operations, LLC, is a California limited liability company
7 doing business as Pasea Hotel & Spa (hereinafter “Defendant” or “Pasea”) with its principal place
8 of business in the County of Orange, State of California.

9 8. The true names and capacities, whether individual, corporate, associate, or
10 otherwise, of Defendant used herein as DOES 1 to 50, inclusive, are currently unknown to
11 Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
12 § 474. Plaintiff is informed and believes, and based thereon alleges, that each Defendant designated
13 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities
15 of the Defendants designated hereinafter as DOES when such identities become known.

16 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects pertinent to this action as the agent and/or the alter-ego of the other Defendants,
18 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
19 each Defendant are legally attributable to the other Defendants.

20 10. Furthermore, Defendants, and each of them, acted in all respects as the employers
21 or joint employers of Plaintiff. Defendants, and each of them, exercised control over the wages,
22 hours or working conditions of Plaintiff, or suffered or permitted Plaintiff to work, or engaged,
23 thereby creating a common law employment relationship, with Plaintiff. Therefore, Defendants,
24 and each of them, employed or jointly employed Plaintiff.

25 11. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
26 times, Defendant, including DOES 1 through 50, was and is the agent, servant, representative,
27 independent contractor, partner, joint venturer, alter ego and/or employee of each or some of the
28 other co-defendants, and in doing these acts herein referred to, each Defendant was acting within

the course and scope of his authority as such agent, servant, representative, independent contractor, partner, co-conspirator, joint employer, alter ego and/or employee with the express and/or implied approval, permission, knowledge, consent, and/or ratification of other co-defendants, and are in some manner responsible for the occurrences hereinafter alleged and as such, Defendants are jointly and severally liable for the injuries and damages hereinafter described.

FACTUAL ALLEGATIONS

12. Ms. Sotelo was hired by Pacific City Operations, LLC doing business as Pasea Hotel & Spa in in November 2017 as a housekeeper and general laborer performing exclusively non-exempt tasks at \$13.33 per hour.

13. Throughout her employment, Ms. Sotelo was a dedicated and hard-working employee. She would generally work 5-days per week, from 8:30 a.m. to 4:30 p.m. or later.

14. Despite her full-time schedule, Plaintiff and the Aggrieved Employees were generally denied uninterrupted meal and rest breaks. While Ms. Sotelo, and the Aggrieved Employees, had a regular schedule and met the legal definition of a non-exempt employees under the law, and she and they were denied wage entitlements owed to non-exempt California employees.

15. Pursuant to Labor Code § 226.7 and Wage Order 16-2001, Defendant failed to provide Plaintiff and the Aggrieved Employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.

16. On a regular and consistent basis, Defendant failed to provide Plaintiff and the Aggrieved Employees with rest periods despite regularly requiring Plaintiff and the Aggrieved Employees to work at least eight (8) hours per shift.

17. Defendant also failed to provide Plaintiff and the Aggrieved Employees with uninterrupted meal periods of not less than 30 minutes for every work period of five hours or more.

18. As such, Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant meal and rest periods.

19. Further, Plaintiff and the Aggrieved Employees were not compensated with one (1) hour of premium pay for each missed meal period and for each missed rest period as required by

1 Labor Code § 226.7.

2 20. Labor Code §226(a) requires that every employer shall, semimonthly or at the time
3 of each payment of wages, furnish employees with accurate itemized statement in writing showing
4 a number of specified requirements, including total hours worked by the employee, all deductions,
5 net wages earned, and all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee, among other
7 requirements.

8 21. Defendant failed to issue Plaintiff and the Aggrieved Employees with itemized wage
9 statements that accurately reflected the number of hours that she and they worked, or their accurate
10 amount of earned wages, as well as other violations of the Labor Code.

11 22. As such, Plaintiff and the Aggrieved Employees are “aggrieved employees” within
12 the meaning of PAGA and Defendants have violated Labor Code §226(a) with respect to Plaintiff
13 and the Aggrieved Employees.

14 23. Defendant also failed to pay Plaintiff and the Aggrieved Employees all of the wages
15 owed to them at the time of her and their termination(s) or resignation(s) in violation of the Labor
16 Code sections 201 and 203.

17 **FIRST CAUSE OF ACTION**

18 **[Individual and Representative Claim per Labor Code §§ 2699 et seq. for**
19 **Unlawful Labor Practices in Violation of Labor Code §§ 201, 203, 226(a), 226.3, 226.7, 510,**
20 **551, 552, 558, 558.1, 1174, 1174.5, 1194, 1198.5, and 1199]**
21 **(Against Defendant Pasea and DOES 1 through 50)**

22 24. Plaintiff hereby incorporates and realleges each and every preceding paragraph of
23 this Complaint as if the same were set forth at length herein.

24 25. Plaintiff Ms. Sotelo is an aggrieved employee as defined in Labor Code §2699(a).

25 26. Plaintiff brings this cause of action pursuant to the California Private Attorneys
26 General Act of 2004 (“PAGA”), Cal. Labor Code § 2699 et seq. on behalf of herself and the State
27 of California, as well as on behalf of a group defined above as Aggrieved Employees.

28 27. Pursuant to California Labor Code section 2699 et seq. the foregoing violations of

1 Labor Code sections: 201, 203, 226(a), 226.3, 226.7, 510, 551, 552, 558, 558.1, 1174, 1174.5, 1194,
2 1198.5, and 1199, permit Plaintiff Ms. Sotelo, on behalf of the State of California, to recover civil
3 penalties through this current action, on behalf of herself and on behalf of the other current and
4 former employees of Defendant.

5 28. Plaintiff Ms. Sotelo has complied with the procedural requirements specified in
6 California Labor Code section 2699 et seq.

7 29. On March 24, 2020, Plaintiff, pursuant to Labor Code section 2699 et seq. through
8 Plaintiff's attorneys, submitted her online complaint and PAGA Notice to the Labor and Workforce
9 Development Agency and was assigned LWDA case number LWDA-CM-780086-20.

10 30. On March 24, 2020, Plaintiff, pursuant to Labor Code section 2699 et seq. through
11 Plaintiff's attorneys, served Plaintiff's PAGA Notice to Defendants via certified mail.

12 31. Through the date of the filing of this action, the Labor and Workforce Development
13 Agency has not notified Plaintiff or her attorneys that the agency intends to pursue the allegations
14 set forth and identified in Plaintiff's PAGA notice.

15 32. Accordingly, the time periods set forth in Labor Code § 2699 et seq for the Labor
16 and Workforce Development Agency to notify Plaintiff of its intent to pursue the allegations in
17 Plaintiff's notice have elapsed and Plaintiff may file the instant Complaint and include a cause of
18 action pursuant to Labor Code section 2699 et seq.

19 33. As a result of the aforementioned violations, Plaintiff hereby brings this cause of
20 action on behalf of herself and on behalf of all other current or former employees affected by the
21 Labor Code violations alleged in this Complaint.

22 34. Pursuant to California Labor Code Section 2699 et seq., Plaintiff and the Aggrieved
23 Employees should be awarded twenty-five percent (25%) of all penalties due under California law,
24 as well as interest, attorneys' fees, and costs.

25 35. Pursuant to California Labor Code Section 2699 et seq., the Court should award
26 seventy-five percent (75%) of the penalties due under California law to the State of California.

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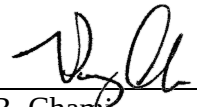
PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff prays for judgment Against Defendant Pasea, as follows:

1. For civil penalties to the full extent provided for pursuant to Labor Code section 2699 et seq. of the Private Attorneys General Act of 2004.
2. For an award of reasonable attorneys' fees as provided by the California Labor Code including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law.
3. For interest on any penalties awarded, as provided by applicable law.
4. For costs of suit incurred herein.
5. For such other and further relief as this Court may deem just and proper.

CHAMI LAW, PC

DATED: April 22, 2021

By: 

Pouya B. Chami
Attorney for Plaintiff DANIA SOTELO