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Superior Court of California
County of Los Angeles

FEB 17 2021

Sherri R. Carter, Executive Officer/Clerk of Court

By: Tanya Herrera, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

BY FAX

13 LETICIA LIMON, individually, and on
14 behalf of other members of the general
15 public similarly situated,

16 Plaintiff,

17 vs.

18 CRESTLINE HOTELS & RESORTS, LLC,
19 a Delaware limited liability company;
20 BARCELO CRESTLINE
21 CORPORATION, a Maryland corporation;
22 and DOES 1 through 10, inclusive,

23 Defendants.

Case No.: 20STCV37266

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During

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Employment);

- (8) Violation of California Labor Code §§ 551, 552, and 558 (Failure to Provide One Day of Rest in Seven);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Leticia Limon, individually and on behalf of all other members of the public
2 similarly situated and as an aggrieved employee and on behalf of all other aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court because Defendants employ persons within the
24 County of Los Angeles and have violated the requirements of the California Labor Code and
25 applicable Wage Order in this county which give rise to the penalties sought in this action.
26 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
27 California Labor Code and applicable Wage Order in at least one location within the County
28 of Los Angeles, including Defendants’ hotels in Los Angeles (Hilton Checkers Los Angeles,

1 535 S. Grand Ave., Los Angeles, California 90071) and El Segundo (Residence Inn Los
2 Angeles LAX/El Segundo, 2135 East El Segundo Blvd., El Segundo, California 90245).
3 Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery
4 of a penalty imposed by statute in the county in which the cause, or some part of the cause,
5 arose. Because Defendants have employees in Los Angeles County and Plaintiff could bring
6 this action to recover penalties in Los Angeles County, venue is proper. *Id.*

7 **THE PARTIES**

8 4. Plaintiff Leticia Limon is a resident of San Marcos, in San Diego County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt Housekeeper from
10 approximately July 2017 to March 2020. Plaintiff worked for Defendants at their Courtyard
11 San Diego Carlsbad hotel located at 5835 Owens Avenue, Carlsbad, California 92008. During
12 her employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days
13 per week, from 8:00 a.m. to 4:30 p.m. Plaintiff's primary job duties included, without
14 limitation, completing hotel laundry operations (washing/drying/folding guests' towels and
15 sheets), housekeeping assigned areas of hotel rooms (sweeping, vacuuming, disinfecting
16 furniture, throwing away trash, and making beds), and performing housekeeping service at
17 guests' requests.

18 5. CRESTLINE HOTELS & RESORTS, LLC was and is, upon information and
19 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
20 employer whose employees are engaged throughout this county, the State of California, or the
21 various states of the United States of America.

22 6. BARCELO CRESTLINE CORPORATION was and is, upon information and
23 belief, a Maryland corporation, and at all times hereinafter mentioned, an employer whose
24 employees are engaged throughout this county, the State of California, or the various states of
25 the United States of America.

26 7. Plaintiff is unaware of the true names or capacities of the Defendants sued
27 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
28 amend the complaint and serve such fictitiously named Defendants once their names and

1 capacities become known.

2 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
3 were the partners, agents, owners, or managers of CRESTLINE HOTELS & RESORTS, LLC
4 and BARCELO CRESTLINE CORPORATION at all relevant times.

5 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
6 acts and omissions alleged herein was performed by, or is attributable to, CRESTLINE
7 HOTELS & RESORTS, LLC; BARCELO CRESTLINE CORPORATION; and/or DOES 1
8 through 10 (collectively, “Defendants” or “CRESTLINE”), each acting as the agent,
9 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
10 Defendants and was acting within the course and scope of such agency, employment, joint
11 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any
12 and all Defendants were in accordance with, and represent, the official policy of Defendants.

13 10. At all relevant times, Defendants, and each of them, ratified each and every act
14 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
15 and abetted the acts and omissions of each and all the other Defendants in proximately causing
16 the damages herein alleged.

17 11. Plaintiff is informed and believes, and thereon alleges, that each of said
18 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
19 omissions, occurrences, and transactions alleged herein.

20 12. Under California law, Defendants are jointly and severally liable as employers
21 for the violations alleged herein because they have each exercised sufficient control over the
22 wages, hours, working conditions, and employment status of Plaintiff and class members.
23 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
24 controlled their work schedule and/or conditions of employment, determined their rate of pay,
25 and maintained their employment records. Defendants suffered or permitted Plaintiff and
26 class members to work and/or “engaged” Plaintiff and class members so as to create a
27 common-law employment relationship. As joint employers of Plaintiff and class members,
28 Defendants are jointly and severally liable for the civil penalties and all other relief available

1 to Plaintiff and class members under the law.

2 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
3 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
4 members because Defendants have:

- 5 (a) jointly exercised meaningful control over the work performed by
6 Plaintiff and class members;
- 7 (b) jointly exercised meaningful control over Plaintiff's and class members'
8 wages, hours, and working conditions, including the quantity, quality
9 standards, speed, scheduling, and operative details of the tasks
10 performed by Plaintiff and class members;
- 11 (c) jointly required that Plaintiff and class members perform work which is
12 an integral part of Defendants' businesses; and
- 13 (d) jointly exercised control over Plaintiff and class members as a matter of
14 economic reality in that Plaintiff and class members were dependent on
15 Defendants, who shared the power to set the wages of Plaintiff and class
16 members and determined their working conditions, and who jointly
17 reaped the benefits from the underpayment of their wages and
18 noncompliance with other statutory provisions governing their
19 employment.

20 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
21 there has existed a unity of interest and ownership between Defendants such that any
22 individuality and separateness between the entities has ceased.

23 15. CRESTLINE HOTELS & RESORTS, LLC; BARCELO CRESTLINE
24 CORPORATION; and DOES 1 through 10 are therefore alter egos of each other.

25 16. Adherence to the fiction of the separate existence of Defendants would permit
26 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
27 from liability for the wrongful acts committed by them under the name MSSG.

28 17. Plaintiff further alleges, upon information and belief, that Defendants

CRESTLINE HOTELS & RESORTS, LLC and BARCELO CRESTLINE CORPORATION are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), CRESTLINE HOTELS & RESORTS, LLC and BARCELO CRESTLINE CORPORATION share the same entity address and mailing address, "3950 UNIVERSITY DR STE 301, FAIRFAX VA 22030;"
- (b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, CRESTLINE HOTELS & RESORTS, LLC and BARCELO CRESTLINE CORPORATION share the same Chief Financial Officer, James A. Carroll;
- (c) According to the most recent "Statement of Information" forms filed with the California Secretary of State, BARCELO CRESTLINE CORPORATION is listed as a manager or member of CRESTLINE HOTELS & RESORTS, LLC; and
- (d) On information and belief, CRESTLINE HOTELS & RESORTS, LLC and BARCELO CRESTLINE CORPORATION utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

18. Defendants are one of the largest independent hospitality management companies, operating 122 hotels, resorts, and conference and convention centers in the United States, including seven (7) hotels in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Fairfax, Virginia, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

1 19. In particular, Plaintiff and class members, on information and belief, received
2 the same standardized documents and/or written policies. Upon information and belief, the
3 usage of standardized documents and/or written policies, including new-hire documents,
4 indicate that Defendants dictated policies at the corporate level and implemented them
5 company-wide, regardless of their employees' assigned locations or positions.

6 20. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their company headquarters in Fairfax, Virginia, which processes payroll for all
8 non-exempt, hourly paid employees working for Defendants at their various locations and
9 jobsites in California, including Plaintiff and class members. Based upon information and
10 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
11 employees in California, irrespective of their work locations. Upon information and belief,
12 Defendants process payroll for departing employees in the same manner throughout the State
13 of California, regardless of the manner in which each employee's employment ends.

14 21. Defendants continue to employ non-exempt or hourly paid employees in
15 California.

16 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
18 and advisors knowledgeable about California labor and wage law, employment and personnel
19 practices, and about the requirements of California law.

20 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
21 members were not paid for all hours worked because all hours worked were not recorded.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive certain wages for
24 overtime compensation and that they were not receiving certain wages for overtime
25 compensation.

26 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive at least minimum
28 wages for compensation and that they were not receiving at least minimum wages for work

1 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
2 and class members were not paid at least minimum wages for work done off-the-clock.

3 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to meal periods in
5 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular
6 rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal
7 periods and that Plaintiff and class members were not provided with all meal periods or
8 payment of one (1) additional hour of pay at their regular rates of pay when they did not
9 receive a timely, uninterrupted, thirty (30) minute meal period.

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to rest periods in
12 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1)
13 additional hour of pay at their regular rates of pay when they were not authorized and
14 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff
15 and class members were not authorized and permitted to take compliant rest periods, nor did
16 Defendants provide Plaintiff and class members with payment of one (1) additional hour of
17 pay at their regular rates of pay when they were not authorized and permitted to take a
18 compliant rest period.

19 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive complete and
21 accurate wage statements in accordance with California law. In violation of the California
22 Labor Code, Plaintiff and class members were not provided complete and accurate wage
23 statements.

24 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they had a duty to maintain accurate and complete payroll records in
26 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
27 and intentionally failed to do so.

28 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to timely payment of all
2 wages earned upon termination of employment. In violation of the California Labor Code,
3 Plaintiff and class members did not receive payment of all wages due, including, but not
4 limited to, overtime wages, minimum wages, and/or meal and rest period premium wages,
5 within permissible time periods.

6 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to timely payment of wages
8 during their employment. In violation of the California Labor Code, Plaintiff and class
9 members did not receive payment of all wages, including, but not limited to, overtime wages,
10 minimum wages, and/or meal and rest period premium wages, within permissible time
11 periods.

12 32. Plaintiff is informed and believes, and thereon allege, that at all time herein
13 mentioned, Defendants knew or should have known that they had a duty to cover the costs and
14 expenses Plaintiff and/or class members incurred obtaining mandatory examinations and/or
15 drug tests, but willfully, knowingly, and intentionally failed to do so.

16 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to one day's rest in seven.
18 In violation of the California Labor Code, Defendants required Plaintiff and class members to
19 work more than six consecutive days without a day of rest, where the total hours worked
20 exceeded 30 hours in any week or six hours in any one day thereof.

21 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and/or class members were entitled to suitable seating and/or
23 were entitled to sit when it did not interfere with the performance of their duties and also have
24 seats nearby to use during a lull in tasks that do require moving about or standing.

25 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive full
27 reimbursement for all business-related expenses and costs they incurred during the course and
28 scope of their employment and that they did not receive full reimbursement of applicable

1 business-related expenses and costs incurred.

2 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants knew or should have known that Defendants had a duty to provide
4 Plaintiff and class members with written notice of the material terms of their employment with
5 Defendants as required by the California Wage Theft Prevention Act, but willfully,
6 knowingly, and intentionally failed to do so.

7 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that they had a duty to compensate
9 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
10 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
11 falsely represented to Plaintiff and class members that they were properly denied wages, all in
12 order to increase Defendants' profits.

13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 38. At all times herein set forth, PAGA provides that any provision of law under
15 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
16 assessed and collected by the LWDA for violations of the California Labor Code and
17 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
18 civil action brought on behalf of themselves and other current or former employees pursuant
19 to procedures outlined in California Labor Code section 2699.3.

20 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
21 person who was employed by the alleged violator and against whom one or more of the
22 alleged violations was committed."

23 40. Plaintiff and other current and former employees of Defendants are "aggrieved
24 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
25 or former employees and one or more of the alleged violations were committed against them.

26 41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
27 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
28 following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated, including the facts and theories to support the alleged
5 violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(a) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall notify the employer and the aggrieved employee or
10 representative by certified mail that it does not intend to investigate the
11 alleged violation ("LWDA's Notice") within sixty (60) calendar days of
12 the postmark date of the aggrieved employee's notice. Upon receipt of
13 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
14 (65) calendar days of the postmark date of the aggrieved employee's
15 notice, the aggrieved employee may commence a civil action pursuant
16 to California Labor Code section 2699 to recover civil penalties.

17 42. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
18 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
19 provision other than those listed in Section 2699.5 after the following requirements have been
20 met:

- 21 (a) The aggrieved employee or representative shall give written notice by
22 online filing with the LWDA and by certified mail to the employer of
23 the specific provisions of the California Labor Code alleged to have
24 been violated (other than those listed in Section 2699.5), including the
25 facts and theories to support the alleged violation.
- 26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(c) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The employer may cure the alleged violation within thirty-three (33)
2 calendar days of the postmark date of the notice sent by the aggrieved
3 employee or representative. The employer shall give written notice
4 within that period of time by certified mail to the aggrieved employee or
5 representative and by online filing with the LWDA if the alleged
6 violation is cured, including a description of actions taken, and no civil
7 action pursuant to Section 2699 may commence. If the alleged violation
8 is not cured within the 33-day period, the aggrieved employee may
9 commence a civil action pursuant to Section 2699.

10 43. On October 2, 2020, Plaintiff provided written notice by online filing to the
11 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
12 Code alleged to have been violated, including facts and theories to support the alleged
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
14 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
15 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
16 Plaintiff PAGA Case Number LWDA-CM-808535-20. A true and correct copy of Plaintiff's
17 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

18 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
19 sent the notice described above to the LWDA, and the LWDA has not responded that it
20 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

21 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
22 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
23 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
24 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

25 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
26 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
27 provision regulating hours and days of work in any order of the Industrial Welfare
28 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty

1 dollars (\$50) for each underpaid employee for each pay period for which the employee was
2 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
3 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
4 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
5 to any other civil or criminal penalty provided by law.”

6 47. Defendants, at all times relevant to this complaint, were employers or persons
7 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
8 rights by violating various sections of the California Labor Code as set forth above.

9 48. As set forth below, Defendants have violated numerous provisions of both the
10 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
11 Order.

12 49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
13 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
14 private attorney general, seeks assessment and collection of civil penalties for herself, all other
15 aggrieved employees, and the State of California against Defendants for violations of
16 California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516,
17 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

18 **CLASS ACTION ALLEGATIONS**

19 50. Plaintiff brings this action on her own behalf, as well as on behalf of each and
20 all other persons similarly situated, and thus seeks class certification under California Code of
21 Civil Procedure section 382.

22 51. All claims alleged herein arise under California law for which Plaintiff seeks
23 relief authorized by California law.

24 52. Plaintiff’s proposed class consists of and is defined as follows:

25 All persons who worked for Defendants as non-exempt, hourly
26 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial (“Class”).

27 53. Plaintiff’s proposed subclass consists of and is defined as follows:

28 //

1 All persons who worked for Defendants as non-exempt, hourly
2 paid employees in California and who received at least one wage
3 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

4 54. Members of the Class and Subclass are referred to herein as "class members."

5 55. Plaintiff reserves the right to redefine the Class and Subclass and to add
6 additional subclasses as appropriate based on further investigation, discovery, and specific
7 theories of liability.

8 56. There are common questions of law and fact as to class members that
9 predominate over questions affecting only individual members, including, but not limited to:

- 10 (a) Whether Defendants required Plaintiff and class members to work over
11 eight (8) hours per day, over twelve (12) hours per day, or over forty
12 (40) hours per week and failed to pay all legally required overtime
13 compensation to Plaintiff and class members;
- 14 (b) Whether Defendants failed to pay Plaintiff and class members at least
15 minimum wages for all hours worked;
- 16 (c) Whether Defendants failed to provide Plaintiff and class members with
17 meal periods;
- 18 (d) Whether Defendants failed to authorize and permit Plaintiff and class
19 members to take rest periods;
- 20 (e) Whether Defendants provided Plaintiff and class members with
21 complete and accurate wage statements as required by California Labor
22 Code section 226(a);
- 23 (f) Whether Defendants maintained accurate payroll records as required by
24 California Labor Code section 1174(d);
- 25 (g) Whether Defendants failed to pay earned overtime wages, minimum
26 wages, and/or meal and rest period premium wages due to Plaintiff and
27 class members upon their discharge;
- 28 (h) Whether Defendants failed timely to pay overtime wages, minimum

wages, and/or meal and rest period premium wages to Plaintiff and class members during their employment;

- (i) Whether Defendants failed to pay Plaintiff and/or class members for the costs of mandatory physical examinations and/or drug testing;
- (j) Whether Defendants failed to provide Plaintiff and class members one day's rest in seven;
- (k) Whether Defendants failed to provide Plaintiff and/or class members with suitable seating;
- (l) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (m) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (n) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (o) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

57. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-

1 defined community of interest, and Plaintiff's claims (or defenses, if
2 any) are typical of all class members as demonstrated herein.

3 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
4 protect the interests of each class member with whom she has a well-
5 defined community of interest and typicality of claims, as demonstrated
6 herein. Plaintiff acknowledges that she has an obligation to make
7 known to the Court any relationship, conflicts or differences with any
8 class member. Plaintiff's attorneys, the proposed class counsel, are
9 versed in the rules governing class action discovery, certification, and
10 settlement. Plaintiff has incurred, and throughout the duration of this
11 action, will continue to incur costs and attorneys' fees that have been,
12 are, and will be necessarily expended for the prosecution of this action
13 for the substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve
16 economies of time, effort, and expense as compared with separate
17 lawsuits, and will avoid inconsistent outcomes because the same issues
18 can be adjudicated in the same manner and at the same time for the
19 entire class.

20 (e) Public Policy Considerations: Employers in the State of California
21 violate employment and labor laws every day. Current employees are
22 often afraid to assert their rights out of fear of direct or indirect
23 retaliation. Former employees are fearful of bringing actions because
24 they believe their former employers might damage their future
25 endeavors through negative references and/or other means. Class
26 actions provide the class members who are not named in the complaint
27 with a type of anonymity that allows for the vindication of their rights
28 while simultaneously protecting their privacy.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 59. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable wage order. California Labor Code
8 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
9 be the . . . standard conditions of labor for employees. The employment of any employee . . .
10 under conditions of labor prohibited by the order is unlawful.”

11 60. California Labor Code section 1198 and the applicable IWC Wage Order
12 provide that it is unlawful to employ persons without compensating them at a rate of pay
13 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 61. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 62. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 63. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 64. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 65. First, during the relevant time period, on information and belief, Defendants
9 had a policy of improperly adjusting Plaintiff's and class members' clock-in and clock-out
10 duration times in their timekeeping system. Defendants' time-shaving policy resulted in the
11 failure to compensate Plaintiff and class members fully for all hours worked, causing Plaintiff
12 and class members to not be paid overtime wages for all of the overtime hours they actually
13 worked. Upon information and belief, Defendants' time-shaving policy is, and continues to
14 be, unfair and has, over time, resulted in the underpayment of wages to Plaintiff and class
15 members. To the extent Defendants' policy has taken away time worked that was eligible for
16 overtime, Plaintiff and class members were denied overtime pay for all hours worked.

17 66. Second, during the relevant time period, Defendants had, and continue to have,
18 a company-wide policy and/or practice of understaffing their locations while assigning heavy
19 workloads, which included daily targets or quotas for cleaning guest rooms. Because
20 Defendants did not employ or staff an adequate number of employees to meet their
21 productivity expectations and failed to provide employees with adequate meal period
22 coverage, Plaintiff and class members were assigned heavy workloads, which Defendants
23 knew or should have known could only be met by working additional hours. Plaintiff and
24 class members had their meal periods cut short or interrupted, or worked through meal periods
25 because there were not enough employees on duty to handle the workload. Moreover,
26 Defendants failed to schedule meal periods. This company-wide practice, coupled with the
27 heavy workload and pressure from Defendants to complete assigned tasks, prevented Plaintiff
28 and class members from taking timely, compliant meal periods. As a result, Plaintiff and class

1 members were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts
2 in which they were entitled to receive meal periods and were not paid for the time they
3 worked during their unpaid meal periods.

4 67. Defendants knew or should have known that as a result of these company-wide
5 practices and/or policies, Plaintiff and class members were performing their assigned duties
6 during meal periods, and were suffered or permitted to perform work for which they were not
7 paid. Because Plaintiff and class members worked shifts of eight (8) hours a day or more or
8 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
9 premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of
10 the overtime hours they actually worked.

11 68. Defendants' failure to pay Plaintiff and class members the balance of overtime
12 compensation as required by California law, violates the provisions of California Labor Code
13 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
14 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
15 and attorneys' fees.

16 **SECOND CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 18 **Minimum Wages** 19 **(Against all Defendants)**

20 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 70. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
23 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
24 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
25 fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time
26 during which an employee is subject to the control of an employer, and includes all the time
27 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code.
28 Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

71. As set forth above, Defendants had, and continue to have, a company-wide policy of adjusting or shaving down Plaintiff's and class members' hourly clock-in and clock-out times in their timekeeping system, resulting in the failure to compensate Plaintiff and class members fully for all hours worked and the failure to pay Plaintiff and class members minimum wages for all hours actually worked. Furthermore, as stated, due to Defendants' company-wide policies and/or practices of understaffing while assigning heavy workloads, failing to schedule meal periods, and resultant lack of meal period coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were thus required to work off-the-clock.

72. Defendants did not pay minimum wages for off-the-clock hours that Plaintiff and class members worked through that qualified for overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

73. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

**Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)**

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

75. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is

1 not more than six (6) hours, the meal period may be waived by mutual consent of both the
2 employer and the employee. Under California law, first meal periods must start after no more
3 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
4 2012).

5 76. At all relevant times herein set forth, California Labor Code sections 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

8 77. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
9 the applicable IWC Wage Order also require employers to provide a second meal period of
10 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
11 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
12 hours worked is no more than twelve (12) hours, the second meal period may be waived by
13 mutual consent of the employer and the employee only if the first meal period was not waived.

14 78. During the relevant time period, as stated, Defendants had, and continue to
15 have, a company-wide policy and/or practice of understaffing while assigning heavy
16 workloads, which included daily targets or quotas for cleaning guest rooms. Because
17 Defendants did not employ or staff an adequate number of employees to meet their
18 productivity expectations and failed to provide employees with adequate meal period
19 coverage, Plaintiff and class members were assigned heavy workloads, which Defendants
20 knew or should have known could only be met by working additional hours. As a result,
21 Plaintiff and class members would be forced to work in excess of five (5) hours before taking
22 a meal period, have their meal periods interrupted, and/or had to forgo their meal periods
23 altogether. Further, as stated, Defendants had a company-wide practice of failing to schedule
24 meal periods, which further caused Plaintiff and class members to not be relieved of their
25 duties for compliant meal periods. Plaintiff and class members did not sign valid meal period
26 waivers on days that they were entitled to meal periods and were not relieved of all duties.

27 79. Moreover, Defendants engaged in a company-wide practice and/or policy of
28 not paying all meal period premiums owed when compliant meal periods are not provided.

1 Because of Defendants’ practices and/or policies, Plaintiff and class members have not
2 received premium pay for all missed, late, and interrupted meal periods. As a result,
3 Defendants failed to provide Plaintiff and class members compliant meal periods in violation
4 of California Labor Code sections 226.7, 512, and 516 and failed to pay the full meal period
5 premiums due.

6 80. Defendants’ conduct violates the applicable IWC Wage Order, and California
7 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
8 entitled to recover from Defendants one (1) additional hour of pay at the employee’s regular
9 rate of compensation for each work day that the meal period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 12 **(Against all Defendants)**

13 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 82. At all relevant times herein set forth, the applicable IWC Wage Order and
16 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class
17 members’ employment by Defendants.

18 83. At all relevant times, the applicable IWC Wage Order provides that “[e]very
19 employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period” and that the “rest period time shall be
21 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
22 hours or major fraction thereof” unless the total daily work time is less than three and one-half
23 (3½) hours.

24 84. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC. To comply with its obligation to authorize and permit rest
27 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
28 employer must “relinquish any control over how employees spend their break time, and

1 relieve their employees of all duties—including the obligation that an employee remain on
2 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
3 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and
4 California Labor Code section 226.7, Plaintiff and class members are entitled to recover from
5 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
6 required rest period was not authorized and permitted.

7 85. During the relevant time period, Defendants failed to authorize and permit
8 Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period
9 worked or major fraction thereof. As with meal periods, Defendants’ policies and/or practice
10 of understaffing and assigning heavy workloads prevented Plaintiff and class members from
11 being relieved of all duty in order to take compliant rest periods. Defendants also failed to
12 schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest period
13 coverage, further led to Plaintiff and class members not being authorized and permitted to take
14 rest periods.

15 86. In addition, Defendants had, and continue to have, a company-wide policy
16 and/or practice of requiring employees to obtain in-person authorization from their supervisors
17 at the beginning of their rest periods. Plaintiff and class members would have to track down
18 their supervisors in-person when they wanted to take their rest periods, which cut into their
19 allotted 10-minute rest period time. Although it could take Plaintiff some time to obtain
20 authorization, Defendants’ supervisors did not permit her to add that time to the end of her
21 rest periods, effectively cutting her rest periods short.

22 87. Furthermore, during the relevant time period, Defendants maintained and
23 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
24 and class members remain on the work premises during their rest periods. Upon information
25 and belief, Defendants’ company-wide on-premises rest period policy prevented Plaintiff and
26 class members from being relieved of all duties for rest periods and caused them to perform
27 work during rest periods.

28 88. As a result of Defendants’ practices and policies, Plaintiff and class members

1 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
2 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
3 throughout her employment, Plaintiff would miss her rest periods or have her rest periods cut
4 short due to Defendants' policy of assigning heavy workloads, failing to provide sufficient
5 coverage, and requiring in-person authorization.

6 89. Defendants have also engaged in a systematic, company-wide practice and/or
7 policy of not paying rest period premiums owed when rest periods are not authorized and
8 permitted. As a result, Defendants denied Plaintiff and class members rest periods and failed
9 to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the
10 applicable IWC Wage Order.

11 90. Defendants' conduct violates the applicable IWC Wage Order and California
12 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
13 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant rest period was not authorized and
15 permitted.

16 **FIFTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 18 **Statements and Failure to Maintain Accurate Payroll Records** 19 **(Against all Defendants)**

20 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 92. At all relevant times herein set forth, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate and
24 complete itemized wage statement in writing, including, but not limited to, the name and
25 address of the legal entity that is the employer, the inclusive dates of the pay period, total
26 hours worked, and all applicable rates of pay.

27 93. At all relevant times, Defendants have knowingly and intentionally provided
28 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.

1 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
2 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the
3 address of the legal entity that is the employer; and all applicable hourly rates in effect during
4 the pay period, including overtime rates of pay, and the corresponding number of hours
5 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
6 226(a)(5), 226(a)(8), and 226(a)(9).

7 94. Because Defendants did not record the time Plaintiff and Subclass members
8 spent working off the clock and underreported their hourly clock-in and clock-out times in
9 their timekeeping system, Defendants did not list the correct amount of gross wages and net
10 wages earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and
11 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
12 worked by Plaintiff and Subclass members in violation of section 226(a)(2), and failed to list
13 the applicable hourly rates of pay in effect during the pay period and corresponding accurate
14 number of work hours worked at each hourly rate in violation of section 226(a)(9).

15 95. Additionally, and separate from these violations, Defendants issued uniform
16 wage statements to Plaintiff and Subclass members that failed to correctly list the correct
17 address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
18 section 226(a)(8) is to provide California employees with transparency as to the true identity
19 of their employer, to allow the employee to contact their employer during employment in the
20 future for various reasons, including filing an administrative claim, judicial claim, or other
21 action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff's
22 and Subclass members' wage statements incorrectly list Defendants' address as "5835 Owens
23 Avenue, Carlsbad, California 92008," but, according to the California Secretary of State's
24 website, Defendants' address is "3950 University Dr., Ste. 301, Fairfax, Virginia 22030."

25 96. The wage statement deficiencies also include, without limitation, failing to list
26 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
27 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
28 only the last four digits of his or her social security number or an employee identification

1 number other than a social security number; failing to list the name of the legal entity that is
2 the employer; failing to list the inclusive dates of the period for which class members were
3 paid; and/or failing to state all hours worked as a result of not recording or stating hours
4 worked off-the-clock.

5 97. California Labor Code section 1198 provides that the maximum hours of work
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
7 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
8 employment of any employees for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
10 Wage Order, employers are required to keep accurate time records showing when the
11 employee begins and ends each work period and meal period. During the relevant time
12 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
13 and meal period start and stop times for Plaintiff and Subclass members, in violation of
14 section 1198.

15 98. California Labor Code section 1174(d) provides that “[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or establishments.
21 . . .” At all relevant times, and in violation of Labor Code section 1174(d), Defendants
22 willfully failed to maintain accurate payroll records for Plaintiff and Subclass members
23 showing the daily hours they worked and the wages paid thereto as a result of failing to record
24 the off-the-clock hours that they worked and underreporting Plaintiff’s and Subclass
25 members’ hourly clock-in and clock-out times in their timekeeping system.

26 99. Plaintiff and Subclass members are entitled to recover from Defendants the
27 greater of their actual damages caused by Defendants’ failure to comply with California Labor
28 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per

1 employee.

2 **SIXTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
4 **Termination**
5 **(Against all Defendants)**

6 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 101. This cause of action is dependent upon, and wholly derivative of, the overtime
9 wages, minimum wages, and/or meal and rest period premium wages that were not timely paid
10 to Plaintiff and those class members no longer employed by Defendants upon their
11 termination.

12 102. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
13 that if an employer discharges an employee, the wages earned and unpaid at the time of
14 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
15 her employment, his or her wages shall become due and payable not later than seventy-two
16 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
17 his or her intention to quit, in which case the employee is entitled to his or her wages at the
18 time of quitting.

19 103. Defendants willfully failed to pay Plaintiff and class members who are no
20 longer employed by Defendants the earned and unpaid wages set forth above, including but
21 not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages,
22 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
23 employ.

24 104. Defendants' failure to pay Plaintiff and class members who are no longer
25 employed by Defendants their wages earned and unpaid at the time of discharge, or within
26 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
27 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
28 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a

thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

106. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premium wages, that were not timely paid to Plaintiff and class members during their employment.

107. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

108. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

109. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

110. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages,

1 and/or meal and rest period premium wages, within the time periods specified by California
2 Labor Code section 204.

3 111. Defendants' failure to pay Plaintiff and class members all wages due violates
4 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
5 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 551, 552, and 558—Failure to Provide One Day's**
8 **Rest in Seven**
9 **(Against all Defendants)**

10 112. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 113. At all relevant times herein, California Labor Code section 551 provides that
13 every person employed in any occupation of labor is entitled to one day's rest in seven.
14 Additionally, California Labor Code section 552 prohibits employers from requiring
15 employees to work more than six consecutive days without a day of rest.

16 114. At all relevant times herein set forth, California Labor Code section 556
17 exempts an employer from the day-of-rest requirement when the total hours worked by an
18 employee do not exceed 30 hours in any week or six hours in any one day thereof.

19 115. Labor Code section 558(a) provides "[a]ny employer or other person acting on
20 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
21 provision regulating hours and days of work in any order of the Industrial Welfare
22 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
23 dollars (\$50) for each underpaid employee for each pay period for which the employee was
24 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
26 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
27 to any other civil or criminal penalty provided by law."

28 116. During the relevant time period, Defendants sometimes scheduled Plaintiff and

1 class members to work six (6) or more hours per day and more than seven (7) consecutive
2 days in a workweek. Because Plaintiff and class members worked over 30 hours per week
3 and over six (6) hours per day in a workweek, they were not exempt from the day-of-rest
4 requirement. To the extent that Plaintiff and class members may have signed purported
5 waivers of their right to a day's rest in seven, such waivers are invalid.

6 117. Thus, during the relevant time period, and in violation of Labor Code sections
7 551 and 552, Defendants willfully caused Plaintiff and class members to work more than six
8 days in seven. Plaintiff and class members are therefore entitled to recover civil penalties
9 pursuant to Labor Code section 558.

10 **NINTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 12 **(Against all Defendants)**

13 118. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 119. At all times herein set forth, California Labor Code section 2802 provides that
16 an employer must reimburse employees for all necessary expenditures and losses incurred by
17 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
18 to prevent employers from passing off their cost of doing business and operating expenses on
19 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
20 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or
21 equipment are required by the employer or are necessary to the performance of a job, such
22 tools and equipment shall be provided and maintained by the employer, except that an
23 employee whose wages are at least two (2) times the minimum wage provided herein may be
24 required to provide and maintain hand tools and equipment customarily required by the trade
25 or craft."

26 120. During the relevant time period, Defendants had a company-wide policy of
27 requiring Plaintiff and class members to utilize their own personal cellular phones and cellular
28 data to carry out their job duties, but Defendants failed to reimburse them for the costs of their

1 work-related cellular phone expenses. Plaintiff and class members were required to use their
2 personal cellular phones to complete their work-related tasks, such as discussing the status of
3 work assignments with management. Although Defendants required Plaintiff and class
4 members to utilize their personal cellular phones to carry out their work-related
5 responsibilities, Defendants failed to fully reimburse them for this cost.

6 121. Defendants could have provided Plaintiff and class members with the actual
7 tools for use on the job, such as company radios or phones, or Defendants could have
8 reimbursed employees for the costs of their cellular phone expenses. Instead, Defendants
9 passed these operating costs off onto Plaintiff and class members. At all relevant times,
10 Plaintiff did not earn at least two (2) times the minimum wage.

11 122. Defendants' company-wide policy and/or practice of passing on their operating
12 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
13 have intentionally and willfully failed to reimburse Plaintiff and other class members for
14 necessary business-related expenses and costs.

15 123. Plaintiff and class members are entitled to recover from Defendants their
16 business-related expenses incurred during the course and scope of their employment, plus
17 interest.

18 **TENTH CAUSE OF ACTION**

19 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

20 **(Against all Defendants)**

21 124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 125. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
24 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
25 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,
26 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor
27 Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
28 penalties for violations of those Labor Code sections not found in section 2699.5, including

1 sections 516, 1182.12, and 2810.5.

2 126. Defendants' conduct, as alleged herein, violates numerous sections of the
3 California Labor Code, including, but not limited to, the following:

- 4 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
5 wage order for Defendants' failure to compensate Plaintiff and other
6 aggrieved employees with all required overtime pay, as alleged herein;
- 7 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198,
8 and the applicable IWC wage order for Defendants' failure to
9 compensate Plaintiff and other aggrieved employees with at least
10 minimum wages for all hours worked, as alleged herein;
- 11 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and the
12 applicable IWC wage order for Defendants' failure to provide Plaintiff
13 and other aggrieved employees with meal periods, as alleged herein;
- 14 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
15 IWC wage order for Defendants' failure to authorize and permit
16 Plaintiff and other aggrieved employees to take rest periods, as alleged
17 herein;
- 18 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
19 wage order for failure to provide accurate and complete wage statements
20 to Plaintiff and other aggrieved employees, as alleged herein;
- 21 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
22 IWC wage order for failure to maintain payroll records as alleged
23 herein;
- 24 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
25 earned wages upon termination, as alleged herein;
- 26 (h) Violation of Labor Code section 204 for failure to pay all earned wages
27 during employment, as alleged herein;
- 28 (i) Violation of Labor Code section 222.5 for failure to compensate other

aggrieved employees for mandatory physical examinations and/or drug testing as set forth below;

(j) Violation of Labor Code sections 551 and 552 for failure to provide one day's rest in seven to Plaintiff and other aggrieved employees, as alleged herein;

(k) Violation of Labor Code section 1198 for failing to provide suitable seating to Plaintiff and/or other aggrieved employees, as set forth below;

(l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and

(m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

127. At all relevant times herein, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any medical or physical examination taken.

128. At all times relevant herein, Defendants implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own expense. Defendants had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility using their own personal vehicles to undergo drug testing and/or physical examinations. At all times, Defendants were in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. However, Defendants did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities; for the time they spent undergoing the drug testing and/or physical examinations; or reimburse them for the travel expenses they incurred getting to and from the medical facilities. Defendants' policy and/or practice of not

1 paying for all costs other aggrieved employees incurred obtaining mandatory drug tests and/or
2 physical examinations violates California Labor Code section 222.5. Other aggrieved
3 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
4 2699(a), (f), and (g).

5 129. At all relevant times herein, California Labor Code section 1198 makes it
6 illegal to employ an employee under conditions of labor that are prohibited by the applicable
7 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
8 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
9 The employment of any employee . . . under conditions of labor prohibited by the order is
10 unlawful.”

11 130. California Code of Regulations, Title 8, section 11050(14)(A) provides that
12 “[a]ll working employees shall be provided with suitable seats when the nature of the work
13 reasonably permits the use of seats.”

14 131. Plaintiff alleges that Defendants’ California hotels’ front desk, registration
15 desk, and concierge desk areas are generally similar in their layout and design and there was,
16 and continues to be, space behind the front desk, registration desk, and concierge desk areas to
17 allow for the presence and use of a seat or stool by other aggrieved employees (with
18 reasonable or no modification to these work areas) during the performance of their work
19 duties. Defendants could have provided other aggrieved employees with a seat or stool at the
20 front desks, registration desks, and concierge desks, but instead denied them seating and
21 forced other aggrieved employees to stand throughout the day.

22 132. Other aggrieved employees spent a substantial portion of their day behind or at
23 the front desks, registration desks, and concierge desks, regardless of their actual job title or
24 description. The nature of the work of an employee performing front desk, registration desk,
25 and concierge duties can reasonably be accomplished from a seated position. However,
26 Defendants systematically, and on a company-wide basis, did not provide seats or stools at or
27 near the front desks, registration desks, or concierge desks, forcing other aggrieved employees
28 to stand throughout their work shifts.

1 133. During the relevant time period, Defendants violated California Labor Code
2 section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other
3 aggrieved employees were not allowed to sit, even when it would not have interfered with the
4 performance of their duties. Other aggrieved employees were assigned front desk, registration
5 desk, and concierge duties, which were performed from and connected to a front desk,
6 registration desk, and concierge desk, and could have been performed from a seated position.
7 Other aggrieved employees could have provided customer service at the front desks,
8 registration desks, and concierge desks while seated, without interference to their ability to
9 complete these duties.

10 134. Defendants could have placed seats or stools at the front desks, registration
11 desks, and concierge desks for use by other aggrieved employees with reasonable or no
12 modification to these work areas. However, on a company-wide basis, Defendants did not
13 provide suitable seats or stools at front desks, registration desks, and concierge desks.
14 Defendants' management did not inform other aggrieved employees that they were allowed to
15 sit down, provide any means for them to sit down, or mention any policy regarding sitting.

16 135. As a result of Defendants' company-wide policy and/or practice of prohibiting
17 employees from sitting during their shifts and company-wide failure to provide suitable
18 seating, other aggrieved employees were forced to stand during shifts and denied seats.
19 Defendants' failure to provide suitable seating to other aggrieved employees violated and
20 continues to violate California Labor Code section 1198 and IWC Wage Order 5-2001,
21 Section 14(A). Other aggrieved employees are therefore entitled to recover civil penalties
22 pursuant to Labor Code sections 2699(a), (f), and (g).

23 136. At all relevant times herein, California Labor Code section 1198 makes it
24 illegal to employ an employee under conditions of labor that are prohibited by the applicable
25 wage order. California Labor Code section 1198 requires that "... the standard conditions of
26 labor fixed by the commission shall be the ... standard conditions of labor for employees.
27 The employment of any employee ... under conditions of labor prohibited by the order is
28 unlawful."

1 137. California Code of Regulations, Title 8, section 11050(14)(B) provides that
2 “[w]hen employees are not engaged in the active duties of their employment and the nature of
3 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
4 proximity to the work area and employees shall be permitted to use such seats when it does
5 not interfere with the performance of their duties.”

6 138. During the relevant time period, Defendants violated California Labor Code
7 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because
8 Plaintiff and/or other aggrieved employees were not allowed to sit, even during lulls in their
9 work duties, nor were they provided with suitable seats in reasonable proximity to their work
10 areas.

11 139. As stated, Plaintiff alleges that Defendants’ California hotel locations are
12 generally similar in their layout and design and there was, and continues to be, space near
13 their work areas (with reasonable or no modification to these work areas) to allow for the
14 presence and use of a seat or stool by Plaintiff and/or other aggrieved employees during lulls
15 in operation. Defendants could have provided Plaintiff and/or other aggrieved employees with
16 a seat or stool in their work areas, but instead denied Plaintiff and/or other aggrieved
17 employees seating altogether and effectively forced Plaintiff and/or other aggrieved
18 employees to stand throughout the day.

19 140. Defendants did not provide Plaintiff and/or other aggrieved employees with
20 suitable seats or stools in reasonable proximity to their work areas to allow them to use seats
21 when it would not interfere with the performance of their duties for times when they were not
22 engaged in active duties that require standing. In other words, to the extent Plaintiff and/or
23 other aggrieved employees engaged in duties in which the nature of the work required
24 standing, Defendants denied them the use of seats nearby during lulls in their work duties.
25 Moreover, Defendants did not inform Plaintiff and/or other aggrieved employees of their
26 rights to a seat or stool under California law.

27 141. As a result of Defendants’ company-wide policy and/or practice of prohibiting
28 employees from sitting at any time, even when they were not engaged in active duties

1 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
2 work areas, Plaintiff and/or other aggrieved employees were forced to stand during shifts and
3 denied seats. Defendants' failure to provide suitable seating to Plaintiff and/or other
4 aggrieved employees violated and continues to violate California Labor Code section 1198
5 and IWC Wage Order 5-2001, Section 14(B). Plaintiff and/or other aggrieved employees are
6 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
7 (g).

8 142. California's Wage Theft Prevention Act was enacted to ensure that employers
9 provide employees with basic information material to their employment relationship at the
10 time of hiring, and to ensure that employees are given written and timely notice of any
11 changes to basic information material to their employment. Codified at California Labor
12 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
13 employer must provide written notice to employees containing basic and material payroll
14 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
15 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
16 overtime, the regular payday designated by the employer, and any allowances claims as part
17 of the minimum wage, including meal or lodging allowances. Labor Code section
18 2810.5(a)(1)(A)-(C).

19 143. During the relevant time period, Defendants failed to provide Plaintiff and
20 other aggrieved employees with written notice that lists all the requisite information set forth
21 in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other
22 aggrieved employees with written notice of basic information regarding their employment
23 with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved
24 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 2699(a), (f), and (g).

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1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 144. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 145. Defendants are “persons” as defined by California Business & Professions
8 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 146. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
13 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 147. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code sections 17200, *et seq.*

18 148. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198 and the applicable IWC Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198 and the applicable IWC Order, as alleged herein;
- 28 (c) Failing to provide uninterrupted meal periods to Plaintiff and class

members in violation of California Labor Code sections 226.7, 512(a), 516, 1198, and the applicable IWC Order, as alleged herein;

- (d) Failing to authorize and permit Plaintiff and class members to take uninterrupted rest periods in violation of California Labor Code sections 226.7, 516, 1198, and the applicable IWC Order, as alleged herein;
- (e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), 1198, and the applicable IWC Order, as alleged herein;
- (f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204 and the applicable IWC Order, as alleged herein;
- (g) Failing to provide one day's rest in seven to Plaintiff and class members in violation of California Labor Code sections 551 and 552, as alleged herein;
- (h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code sections 2802, as alleged herein; and
- (i) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

149. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis

1 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
2 including any rates for overtime, the regular payday designated by the employer, and any
3 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
4 Code § 2810.5(a)(1)(A)-(C).

5 150. At all relevant times, on information and belief, Defendants failed, on a
6 company-wide basis, to provide written notice to Plaintiff and class members that lists the
7 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
8 to provide Plaintiff and class members with written notice of basic information regarding their
9 employment with Defendants is in violation of Labor Code section 2810.5.

10 151. As a result of the violations of California law herein described, Defendants
11 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
12 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
13 herein.

14 152. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
15 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
16 Defendants during a period that commences four years prior to the filing of this complaint; a
17 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
18 class members; and an award of attorneys' fees pursuant to California Code of Civil
19 Procedure section 1021.5 and other applicable laws; and an award of costs.

20 **TWELFTH CAUSE OF ACTION**

21 **Violation of California Business & Professions Code §§ 17200, et seq. –**

22 **Unfair Business Practices**

23 **(Against all Defendants)**

24 153. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 154. Defendants are "persons" as defined by California Business & Professions
27 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
28 and/or associations.

1 155. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
2 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
3 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
4 seeks to enforce important rights affecting the public interest within the meaning of Code of
5 Civil Procedure section 1021.5.

6 156. Defendants’ activities, namely Defendants’ company-wide practice and/or
7 policy of not paying Plaintiff and class members all meal and rest period premium wages due
8 to them under Labor Code section 226.7, deprived Plaintiff and class members of the
9 compensation guarantee and enhanced enforcement implemented by section 226.7. The
10 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
11 compensate employees, and secondarily to shape employer conduct. *Safeway, Inc. v. Superior*
12 *Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
13 guaranteed to Plaintiff and class members as part of their employment with Defendants, and
14 thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
15 unfair business practice in violation of California Business & Professions Code sections
16 17200, *et seq. (Id.)*

17 157. A violation of California Business & Professions Code sections 17200, *et seq.*
18 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
19 and practices have violated the spirit of California’s meal and rest period laws and constitute
20 acts against the public policy behind these laws.

21 158. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
22 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
23 benefits implemented by section 226.7 withheld and retained by Defendants during a period
24 that commences four years prior to the filing of this complaint; a permanent injunction
25 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
26 Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil
27 Procedure section 1021.5 and other applicable laws; and an award of costs.

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1 11. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 12. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due, or as otherwise provided by law;

5 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
6 California Labor Code section 1194(a);

7 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 15. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Third Cause of Action**

11 16. That the Court declare, adjudge, and decree that Defendants violated California
12 Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage Order(s) by
13 willfully failing to provide all meal periods to Plaintiff and class members;

14 17. That the Court make an award to the Plaintiff and class members of one (1)
15 hour of pay at each employee's regular rate of pay for each workday that a meal period was
16 not provided;

17 18. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 19. For premiums pursuant to California Labor Code section 226.7(c);

20 20. For pre-judgment interest on any unpaid meal period premiums from the date
21 such amounts were due, or as otherwise provided by law;

22 21. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 22. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Orders by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

2 24. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a rest period was not
4 authorized and permitted;

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 26. For premiums pursuant to California Labor Code section 226.7(c);

8 27. For pre-judgment interest on any unpaid rest period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 29. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated the
16 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage
17 Orders as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized
18 wage statements thereto;

19 31. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 32. For injunctive relief pursuant to California Labor Code section 226(h);

22 33. For statutory penalties pursuant to California Labor Code section 226(e);

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

25 35. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Sixth Cause of Action**

28 36. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums owed at the time of termination of the employment of
3 Plaintiff and other terminated class members;

4 37. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 38. For waiting time penalties according to proof pursuant to California Labor
7 Code section 203 for all employees who have left Defendants' employ;

8 39. For pre-judgment interest on any unpaid wages from the date such amounts
9 were due, or as otherwise provided by law;

10 40. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 41. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Seventh Cause of Action**

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

19 43. For all actual, consequential and incidental losses and damages, according to
20 proof;

21 44. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

23 45. For pre-judgment interest on any unpaid wages from the date such amounts
24 were due, or as otherwise provided by law;

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 47. For such other and further relief as the Court may deem equitable and
28 appropriate.

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As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 551 and 552 by failing to provide a day’s rest in seven; and that Defendants committed said violations of the Labor Code against Plaintiff and class members;
49. For civil penalties for conduct occurring any time between one year prior to the filing of this complaint and judgment, pursuant to California Labor Code section 558;
50. For pre-judgment and post-judgment interest as provided by law; and
51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;
53. For unpaid business-related expenses and such general and special damages as may be appropriate;
54. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;
55. For all actual, consequential, and incidental losses and damages, according to proof;
56. For attorneys’ fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and
57. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516, and

1 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
2 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
3 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay
4 all earned wages upon termination); 204 (by failing timely to pay all earned wages during
5 employment); 222.5 (by failing to pay the costs of mandatory drug testing and/or physical
6 examinations); 551 and 552 (by failing to provide one day's rest in seven); 1198 (by failing to
7 provide suitable seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by
8 failing to provide written notice of information material to employment);

9 59. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,
10 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code
11 sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d),
12 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

13 60. For attorneys' fees and costs pursuant to California Labor Code section
14 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California
15 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 551, 552,
16 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

17 61. For pre-judgment and post-judgment interest as provided by law; and

18 62. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Eleventh Cause of Action**

21 63. That the Court declare, adjudge and decree that Defendants' conduct of failing
22 to provide Plaintiff and class members all overtime wages due to them, failing to provide
23 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
24 class members all meal periods, failing to authorize and permit Plaintiff and class members to
25 take all rest periods, failing to provide Plaintiff and class members accurate and complete
26 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
27 failing timely to pay Plaintiff and class members all earned wages during employment, failing
28 to provide one day's rest in seven, failing to reimburse Plaintiff and class members for

1 business-related expenses, and failing to provide written notice of information material to
2 employment, constitutes an unlawful business practice in violation of California Business and
3 Professions Code sections 17200, *et seq.*;

4 64. For restitution of unpaid wages to Plaintiff and all class members and
5 prejudgment interest from the day such amounts were due and payable;

6 65. For the appointment of a receiver to receive, manage and distribute any and all
7 funds disgorged from Defendants and determined to have been wrongfully acquired by
8 Defendants as a result of violations of California Business & Professions Code sections 17200
9 *et seq.*;

10 66. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Code of Civil Procedure section 1021.5; and

12 67. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Twelfth Cause of Action**

15 68. That the Court declare, adjudge and decree that Defendants' conduct of denying
16 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
17 an unfair business practice in violation of California Business and Professions Code sections
18 17200, *et seq.*;

19 69. For restitution of the statutory benefits under section 226.7 unfairly withheld
20 from Plaintiff and class members and prejudgment interest from the day such amounts were
21 due and payable;

22 70. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code sections 17200
25 *et seq.*;

26 71. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure section 1021.5;

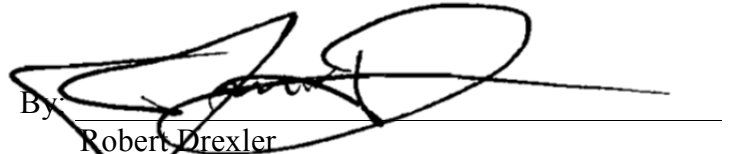
28 72. For pre-judgment and post-judgment interest as provided by law; and

1 73. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: February 17, 2021

Respectfully submitted,

Capstone Law APC

6
7 By 
8 Robert Drexler
9 Molly DeSario
Jonathan Lee
Helga Hakimi

10 Attorneys for Leticia Limon
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Exhibit 1

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

October 2, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Leticia Limon v. Crestline Hotels & Resorts, LLC, et al.*

Dear PAGA Administrator:

This office represents Leticia Limon in connection with her claims under the California Labor Code. Ms. Limon was an employee of CRESTLINE HOTELS & RESORTS, LLC and/or BARCELO CRESTLINE CORPORATION. For the purpose of this letter, Ms. Limon collectively refers to these entities as “CRESTLINE.”

The employers may be contacted directly at the addresses below:

CRESTLINE HOTELS & RESORTS, LLC
3950 UNIVERSITY DR STE 301
FAIRFAX VA 22030

BARCELO CRESTLINE CORPORATION
3950 UNIVERSTIY DRIVE, SUITE 301
FAIRFAX VA 22030

Ms. Limon intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Limon seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CRESTLINE as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CRESTLINE employed Ms. Limon as an hourly paid, non-exempt employee from approximately July 2017 to March 2020. Ms. Limon worked for CRESTLINE as a Housekeeper at the Courtyard San Diego Carlsbad hotel located at 5835 Owens Avenue, Carlsbad, California 92008. During her employment, Ms. Limon typically worked eight (8) hours or more per day and five (5) days per week, from 8:00 a.m. to 4:30 p.m. By the end of Ms. Limon’s employment with CRESTLINE, she

earned approximately \$14.17 per hour. Her job duties included, without limitation, completing hotel laundry operations (washing/drying/folding guests' towels and sheets), housekeeping assigned areas of hotel rooms (sweeping, vacuuming, disinfecting furniture, throwing away trash, and making beds), and performing housekeeping service at guests' requests.

CRESTLINE committed one or more of the following Labor Code violations against Ms. Limon, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

CRESTLINE's Company-Wide and Uniform Payroll and HR Practices

CRESTLINE HOTELS & RESORTS, LLC and BARCELO CRESTLINE CORPORATION are a Delaware limited liability company and Maryland corporation, respectively. CRESTLINE is one of the largest independent hospitality management companies, operating 122 hotels, resorts, and conference and convention centers in the United States, including seven (7) hotels in California. Upon information and belief, CRESTLINE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fairfax, Virginia, for all non-exempt, hourly paid employees working for CRESTLINE in California, including Ms. Limon and other aggrieved employees. At all relevant times, CRESTLINE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Limon and other aggrieved employees, regardless of its location or position.

Upon information and belief, CRESTLINE maintains a centralized Payroll department at its corporate headquarters in Fairfax, Virginia, which processes payroll for all non-exempt, hourly paid employees working for CRESTLINE in California, including Ms. Limon and other aggrieved employees. Further, CRESTLINE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Limon and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CRESTLINE utilized the same methods and formulas when calculating wages due to Ms. Limon and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration

¹ These facts, theories, and claims are based on Ms. Limon's experience and counsel's review of those records currently available relating to Ms. Limon's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Limon reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CRESTLINE willfully failed to pay all overtime wages owed to Ms. Limon and other aggrieved employees. During the relevant time period, Ms. Limon and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, on information and belief, CRESTLINE had a policy of improperly adjusting Ms. Limon's and other aggrieved employees' clock-in and clock-out duration times in their timekeeping system. CRESTLINE's time-shaving policy resulted in the failure to compensate Ms. Limon and other aggrieved employees fully for all hours worked, causing Ms. Limon and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, CRESTLINE's time-shaving policy is, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Ms. Limon and other aggrieved employees. To the extent CRESTLINE's policy has taken away time worked that was eligible for overtime, Ms. Limon and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, CRESTLINE had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, which included daily targets or quotas for cleaning guest rooms. Because CRESTLINE did not employ or staff an adequate number of employees to meet its productivity expectations and failed to provide employees with adequate meal period coverage, Ms. Limon and other aggrieved employees were assigned heavy workloads, which CRESTLINE knew or should have known could only be met by working additional hours. Ms. Limon and other aggrieved employees had their meal periods cut short or interrupted, or worked through meal periods because there were not enough employees on duty to handle the workload. Moreover, CRESTLINE failed to schedule meal periods. This company-wide practice, coupled with the heavy workload and pressure from CRESTLINE to complete assigned tasks, prevented Ms. Limon and other aggrieved employees from taking timely, compliant meal periods. As a result, Ms. Limon and other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods and were not paid for the time they worked during their unpaid meal periods.

CRESTLINE knew or should have known that as a result of these company-wide practices and/or policies, Ms. Limon and other aggrieved employees were performing their assigned duties during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Limon and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Limon and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, CRESTLINE did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CRESTLINE paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CRESTLINE failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime

wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CRESTLINE failed to pay all overtime wages by paying a lower overtime rate than required.

Ms. Limon and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As set forth above, CRESTLINE had, and continues to have, a company-wide policy of adjusting or shaving down Ms. Limon's and other aggrieved employees' hourly clock-in and clock-out times in their timekeeping system, resulting in the failure to compensate Ms. Limon and other aggrieved employees fully for all hours worked and the failure to pay Ms. Limon and other aggrieved employees minimum wages for all hours actually worked. Furthermore, as stated, due to CRESTLINE's company-wide policies and/or practices of understaffing while assigning heavy workloads, failing to schedule meal periods, and resultant lack of meal period coverage, Ms. Limon and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were thus required to work off-the-clock.

Moreover, CRESTLINE implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory drug test and/or physical examination. At all times, CRESTLINE was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. CRESTLINE gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of CRESTLINE. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing CRESTLINE's mandatory drug testing and/or physical examinations. However, CRESTLINE did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and for the time they spent undergoing the drug testing and/or physical examinations.

Thus, CRESTLINE did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, CRESTLINE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, CRESTLINE regularly failed to pay at least minimum wages to Ms. Limon and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198.

Ms. Limon and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, CRESTLINE had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, which included daily targets or quotas for cleaning guest rooms. Because CRESTLINE did not employ or staff an adequate number of employees to meet its productivity expectations and failed to provide employees with adequate meal period coverage, Ms. Limon and other aggrieved employees were assigned heavy workloads, which CRESTLINE knew or should have known could only be met by working additional hours. As a result, Ms. Limon and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period, have their meal periods interrupted, and/or had to forgo their meal periods altogether. Further, as stated, CRESTLINE had a company-wide practice of failing to schedule meal periods, which further caused Ms. Limon and other aggrieved employees to not be relieved of their duties for compliant meal periods.

In addition, during the relevant time period, other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Ms. Limon and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

CRESTLINE knew or should have known that as a result of its policies, that Ms. Limon and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CRESTLINE further knew or should have known that it did not pay Ms. Limon and other aggrieved employees all meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, CRESTLINE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Limon and other aggrieved employees have not received premium pay for all

missed, interrupted, or late meal periods. Alternatively, to the extent that CRESTLINE did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because CRESTLINE did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, CRESTLINE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Limon and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CRESTLINE failed to authorize and permit Ms. Limon and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CRESTLINE's policies and/or practices of understaffing and assigning heavy workloads prevented Ms. Limon and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CRESTLINE also failed to schedule rest periods, which, coupled with CRESTLINE's failure to provide adequate rest period coverage, further led to Ms. Limon and other aggrieved employees not being authorized and permitted to take rest periods.

In addition, CRESTLINE had, and continues to have, a company-wide policy and/or practice of requiring employees to obtain in-person authorization from their supervisors at the beginning of their rest periods. Ms. Limon and other aggrieved employees would have to track down their supervisors in-person when they wanted to take their rest periods, which cut into their allotted 10-minute rest period time. Although it could take Ms. Limon some time to obtain authorization, CRESTLINE's supervisors did not permit her to add that time to the end of her rest periods, effectively cutting her rest periods short.

Furthermore, during the relevant time period, CRESTLINE maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Limon and other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, CRESTLINE's company-wide on-premises rest period policy prevented Ms. Limon and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result of CRESTLINE's practices and policies, Ms. Limon and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Limon would miss her rest periods or have her rest periods cut short due to CRESTLINE's policy of assigning heavy workloads, failing to provide sufficient coverage, and requiring in-person authorization.

CRESTLINE also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Limon and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CRESTLINE did pay rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because CRESTLINE did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such incentive pay and/or nondiscretionary bonuses, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, CRESTLINE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Limon and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CRESTLINE has not provided Ms. Limon and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CRESTLINE has knowingly and intentionally provided Ms. Limon and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CRESTLINE issued uniform wage statements to Ms. Limon and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each

hourly rate. Specifically, CRESTLINE violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because CRESTLINE did not record the time Ms. Limon and other aggrieved employees spent working off the clock and underreported their hourly clock-in and clock-out times in their timekeeping system, CRESTLINE did not list the correct amount of gross wages and net wages earned by Ms. Limon and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CRESTLINE failed to accurately list the total number of hours worked by Ms. Limon and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because CRESTLINE did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, CRESTLINE did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CRESTLINE also failed to list the correct amount of net wages in violation of section 226(a)(5). CRESTLINE also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, CRESTLINE issued uniform wage statements to Ms. Limon and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Ms. Limon's and other aggrieved employees' wage statements incorrectly list CRESTLINE's address as "5835 Owens Avenue, Carlsbad, California 92008", but, according to the California Secretary of State's website, CRESTLINE's address is "3950 University Dr., Ste. 301, Fairfax, Virginia 22030." *See example paystub below.*

CO. FILE DEPT. CLOCK NUMBER 131 SEQ 000015 CRESTLINE HOTELS AND RESORTS, LLC. DBA CY SAN DIEGO/CARLSBAD AIRPT 5835 OWENS AVENUE CARLSBAD, CA 92008	Earnings Statement  Period Beginning: 03/12/2020 Period Ending: 03/25/2020 Pay Date: 03/26/2020
Filing Status: [REDACTED] Exemptions/Allowances: Federal: [REDACTED] Social Security Number: [REDACTED]	LETICIA PAOLA LIMON [REDACTED] [REDACTED]

APR 28 2020

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; failing to list the inclusive dates of the

period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CRESTLINE willfully failed to maintain accurate payroll records for Ms. Limon and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and underreporting Ms. Limon’s and other aggrieved employees’ hourly clock-in and clock-out times in their timekeeping system.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CRESTLINE failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. Limon and other aggrieved employees, in violation of section 1198. Furthermore, in light of CRESTLINE’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CRESTLINE kept no records of meal start and end times for second meal periods.

Because CRESTLINE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Limon and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Limon and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Limon and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CRESTLINE failed to pay Ms. Limon and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Ms. Limon and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

CRESTLINE willfully failed to pay Ms. Limon and other aggrieved employees who are no longer employed by CRESTLINE all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and/or all vested vacation pay, either at the time of discharge, or within seventy-two (72) hours of their leaving CRESTLINE's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Limon and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, CRESTLINE implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own expense. As stated, CRESTLINE had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, CRESTLINE was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. However, CRESTLINE did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. CRESTLINE's policy and/or practice of not paying for all costs other aggrieved

employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

CRESTLINE had a company-wide policy and practice of failing to pay Ms. Limon and/or other aggrieved employees vested vacation wages that were owed to them at the end of their employment at their final rates of pay, in violation of California Labor Code section 227.3. On information and belief, CRESTLINE failed to calculate and pay all earned vested vacation hours due to the hours Ms. Limon and/or other aggrieved employees worked off-the-clock pursuant to company-wide policies and/or practices. CRESTLINE's failure to pay Ms. Limon and/or other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

Ms. Limon and/or other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant period, CRESTLINE required other aggrieved employees to work eight (8) or more hours per day and seven (7) consecutive days in a workweek. Because other aggrieved employees worked over thirty (30) hours per week and over six (6) hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, CRESTLINE caused other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

CRESTLINE’s California hotels’ front desk, registration desk, and concierge desk areas are generally similar in their layout and design and there was, and continues to be, space behind the front desk, registration desk, and concierge desk areas to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. CRESTLINE could provide other aggrieved employees with a seat or stool at the front desks, registration desks, and concierge desks, but instead denies them seating and forces aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind the front desks, registration desks, and concierge desks, regardless of their actual job title or description. The nature of the work of an employee performing front desk, registration desk, and concierge duties can reasonably be accomplished from a seated position. However, CRESTLINE systematically, and on a company-wide basis, does not provide seats or stools at or near front desks, registration desks, or concierge desks, forcing other aggrieved employees to stand throughout their work shifts.

CRESTLINE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. CRESTLINE’s management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of CRESTLINE’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. CRESTLINE’s failure to provide

suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring CRESTLINE into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11050(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

The IWC states that section 14(B) applies during "lulls in operation" when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during "lulls in operation." *Id.*

As stated, CRESTLINE's California hotel locations are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Limon and/or other aggrieved employees during lulls in operation. CRESTLINE could provide Ms. Limon and/or other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Ms. Limon and/or other aggrieved employees to stand throughout the day.

CRESTLINE did not provide Ms. Limon and/or other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Limon and/or other aggrieved employees engaged in duties in which the nature of the work required standing, CRESTLINE denied them the use of seats nearby during lulls in their work duties. Moreover, CRESTLINE did not inform Ms. Limon and/or other aggrieved employees of their rights to a seat or stool under California law.

As a result of CRESTLINE's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Limon and/or other aggrieved employees were forced to stand during shifts and denied seats. CRESTLINE's failure to provide suitable seating to Ms. Limon and/or other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(B).

Ms. Limon and/or other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring CRESTLINE into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, CRESTLINE had a company-wide policy of requiring Ms. Limon and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but CRESTLINE failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Limon and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing the status of work assignments with management. Although CRESTLINE required Ms. Limon and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, CRESTLINE failed to fully reimburse them for this cost.

Second, during the relevant time period, CRESTLINE, on a company-wide basis, required Ms. Limon and/or other aggrieved employees to report to work wearing clean uniforms while simultaneously failing to provide employees with an adequate number of those uniforms. This forced Ms. Limon and/or other aggrieved employees to clean their uniforms frequently and incur expenses for doing so.

Third, during the relevant time period, as stated, CRESTLINE had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, CRESTLINE was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. CRESTLINE gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the examinations and/or testing for the sole benefit of CRESTLINE. Although CRESTLINE required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, CRESTLINE never reimbursed them for their travel expenses.

CRESTLINE could have provided Ms. Limon and/or other aggrieved employees with the actual tools required for use on the job, such as company radios or phones, company vehicles, and an adequate number of uniforms and/or access to laundering services. Or, CRESTLINE could have reimbursed employees for their cellular phone expenses, mileage, travel expenses, and laundering costs. Instead,

CRESTLINE passed these operating costs off onto Ms. Limon and other aggrieved employees. At all relevant times, Ms. Limon did not earn at least two (2) times the minimum wage.

Thus, CRESTLINE had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Limon and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CRESTLINE failed to provide Ms. Limon and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CRESTLINE's failure to provide Ms. Limon and other aggrieved employees with written notice of basic information regarding their employment with CRESTLINE is in violation of Labor Code section 2810.5.

Ms. Limon and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CRESTLINE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Limon's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Limon seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular

California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Limon, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CRESTLINE for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 227.3, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Limon seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Anthony/Castillo

Copy: CRESTLINE HOTELS & RESORTS, LLC (via U.S. Certified Mail); BARCELO
CRESTLINE CORPORATION (via U.S. Certified Mail)

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7020 0090 0001 3768 4995

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ury Park East, Ste 1000
s, CA 90067

CRESTLINE HOTELS & RESORTS, LLC
3950 UNIVERSITY DR STE 301
FAIRFAX VA 22030



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Limon v. Barcelo
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3950 UNIVERSITY DR STE 301
FAIRFAX VA 22030



2. Article Number (Transfer from service label)

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A. Signature

X *FRCOS 10.10-19* ☐ Agent ☐ Addressee

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X *F. L. COFFY CORP - A*

☐ Agent

☐ Addressee

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Crestline Hotels

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I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

**FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR
CODE §§ 2698, *ET SEQ.***

Nancy Yaffe
Daniel V. Kitzes,
Fox Rothschild LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067-6209
NYaffe@foxrothschild.com
dkitzes@foxrothschild.com

- ☒ Pursuant to the Court's February 5, 2021 Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document(s) and proof of service in our office.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Sandy S. Acevedo