

1 Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
2 Molly DeSario (SBN 230763)
Molly.DeSario@CapstoneLawyers.com
3 Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
4 Helga Hakimi (SBN 257381)
Helga.Hakimi@CapstoneLawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Jose Sanchez-Ramirez

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SONOMA
12

13 JOSE SANCHEZ-RAMIREZ, as an
aggrieved employee pursuant to the Private
14 Attorneys General Act ("PAGA"), on
behalf of the State of California and other
15 aggrieved employees,

16 Plaintiff,

17 vs.

18 MONTAGE HOTELS & RESORTS, LLC,
a Nevada limited liability company;
19 MONTAGE BEVERLY HILLS, LLC, a
Delaware limited liability company;
20 MONTAGE HEALDSBURG, LLC, a
Delaware limited liability company;
21 MONTAGE INTERNATIONAL NORTH
AMERICA, LLC, a Delaware limited
22 liability company; MONTAGE LAGUNA
BEACH, LLC, a Delaware limited liability
23 company; MONTAGE LA QUINTA, LLC,
a Delaware limited liability company;
24 MONTAGE NORTH AMERICA, LLC, a
Delaware limited liability company and
25 DOES 1 through 10, inclusive,

26 Defendants.
27
28

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
4/29/2021 2:49 PM
Arlene D. Junior, Clerk of the Court
By: Alexandria Hanks, Deputy Clerk

Case No.: SCV-268314

COMPLAINT – PAGA ENFORCEMENT ACTION

(1) Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Jose Sanchez-Ramirez, as an aggrieved employee and on behalf of the State
2 of California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on February 22, 2021, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants employ persons within the
3 County of Sonoma and have violated the requirements of the California Labor Code and
4 applicable Wage Order in this county which give rise to the penalties sought in this action.
5 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
6 California Labor Code and the applicable Wage Order in at least one location within the
7 County of Sonoma, including Defendants' location in Healdsburg (100 Montage Way,
8 Healdsburg, CA 95448). Pursuant to California Civil Code of Procedure section 393, venue is
9 proper for the recovery of a penalty imposed by statute in the county in which the cause, or
10 some part of the cause, arose. Because Defendants have employees in Sonoma County, and
11 Plaintiff could bring an action filed under PAGA in any county in which an aggrieved
12 employee worked and Labor Code violations occurred, venue is proper. *Crestwood*
13 *Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.App.5th 1069 (Cal.
14 2021).

15 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
16 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private
17 attorneys general their current or former employers for various civil penalties for violations of
18 various provisions in the California Labor Code.

19 THE PARTIES

20 6. Plaintiff Jose Sanchez-Ramirez is a resident of Costa Mesa, in Orange County,
21 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
22 approximately April 2004 to March 2020. Most recently, Plaintiff worked for Defendants as a
23 Sous Chef at the Montage Laguna Beach Hotel location in Laguna Beach, California. During
24 his employment, Plaintiff typically worked eight (8) hours or more per day, five (5) to six (6)
25 days per week. At the time his employment ended, Plaintiff earned approximately \$22.00 per
26 hour. His job duties included, without limitation, cooking and grilling food; preparing
27 condiments, sauces, and dressings; receiving restaurant supplies and ingredients; and cleaning
28 and maintaining the restaurant's cooking station.

1 7. On information and belief, Defendants required some employees, including
2 Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of
3 their hire or during their employment. On further information and belief, Defendants' dispute
4 resolution policy and/or arbitration agreement was and is both procedurally and substantively
5 unconscionable. Specifically, Defendants presented new hires with an Offer Letter which
6 referenced Defendants' "Arbitration Agreement" during the onboarding process. In fact, upon
7 information and belief, the Arbitration Agreement was one of several documents presented to
8 new employees for signature during the orientation process, including Defendants'
9 confidentiality agreement and various policies and procedures set forth in the Associate
10 Handbook which was also referenced in the Offer Letter. Also, employees did not have a
11 meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was
12 provided to Defendants' employees for them to accept and/or sign on a take-it or leave-it basis
13 at the time they were hired, along with other on-boarding documents. Further, Defendants did
14 not set forth in the agreement or otherwise provide employees with the rules which will
15 govern the arbitration, instead forcing employees to seek this information out on their own.

16 8. MONTAGE HOTELS & RESORTS, LLC was and is, upon information and
17 belief, a Nevada limited liability company, and at all times hereinafter mentioned, an
18 employer whose employees are engaged throughout this county and the State of California.

19 9. MONTAGE BEVERLY HILLS, LLC was and is, upon information and belief,
20 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
21 whose employees are engaged throughout this county and the State of California.

22 10. MONTAGE HEALDSBURG, LLC was and is, upon information and belief, a
23 Delaware limited liability company, and at all times hereinafter mentioned, an employer
24 whose employees are engaged throughout this county and the State of California.

25 11. MONTAGE INTERNATIONAL NORTH AMERICA, LLC was and is, upon
26 information and belief, a Delaware limited liability company, and at all times hereinafter
27 mentioned, an employer whose employees are engaged throughout this county and the State of
28 California.

1 12. MONTAGE LAGUNA BEACH, LLC was and is, upon information and belief,
2 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
3 whose employees are engaged throughout this county and the State of California.

4 13. MONTAGE LA QUINTA, LLC was and is, upon information and belief, a
5 Delaware limited liability company, and at all times hereinafter mentioned, an employer
6 whose employees are engaged throughout this county and the State of California.

7 14. MONTAGE NORTH AMERICA, LLC was and is, upon information and
8 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
9 employer whose employees are engaged throughout this county and the State of California.

10 15. Plaintiff is unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
12 amend the complaint and serve such fictitiously named Defendants once their names and
13 capacities become known.

14 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of MONTAGE HOTELS & RESORTS, LLC;
16 MONTAGE BEVERLY HILLS, LLC; MONTAGE HEALDSBURG, LLC; MONTAGE
17 INTERNATIONAL NORTH AMERICA, LLC; MONTAGE LAGUNA BEACH, LLC;
18 MONTAGE LA QUINTA, LLC; and MONTAGE NORTH AMERICA, LLC at all relevant
19 times.

20 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the
21 acts and omissions alleged herein was performed by, or is attributable to, MONTAGE
22 HOTELS & RESORTS, LLC; MONTAGE BEVERLY HILLS, LLC; MONTAGE
23 HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH AMERICA, LLC;
24 MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA, LLC; MONTAGE
25 NORTH AMERICA, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or
26 “MONTAGE”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
27 working in concert with, each of the other co-Defendants and was acting within the course and
28 scope of such agency, employment, joint venture, or concerted activity with legal authority to

1 act on the others' behalf. The acts of any and all Defendants were in accordance with, and
2 represent, the official policy of Defendants.

3 18. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

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

10 20. Under California law, Defendants are jointly and severally liable as employers
11 for the violations alleged herein because they have each exercised sufficient control over the
12 wages, hours, working conditions, and employment status of Plaintiff and other non-party
13 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
14 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
15 of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
17 and/or "engaged" Plaintiff and other non-party Aggrieved Employees so as to create a
18 common-law employment relationship. As joint employers of Plaintiff and other non-party
19 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
20 available to Plaintiff and other non-party Aggrieved Employees under the law.

21 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
23 non-party Aggrieved Employees because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by
25 Plaintiff and other non-party Aggrieved Employees;
26 (b) jointly exercised meaningful control over Plaintiff's and other non-party
27 Aggrieved Employees' wages, hours, and working conditions, including
28 the quantity, quality standards, speed, scheduling, and operative details

1 of the tasks performed by Plaintiff and other non-party Aggrieved
2 Employees;

- 3 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
4 perform work which is an integral part of Defendants' businesses; and
5 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
6 Employees as a matter of economic reality in that Plaintiff and other
7 non-party Aggrieved Employees were dependent on Defendants, who
8 shared the power to set the wages of Plaintiff and other non-party
9 Aggrieved Employees and determined their working conditions, and
10 who jointly reaped the benefits from the underpayment of their wages
11 and noncompliance with other statutory provisions governing their
12 employment.

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

16 23. MONTAGE HOTELS & RESORTS, LLC; MONTAGE BEVERLY HILLS,
17 LLC; MONTAGE HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH
18 AMERICA, LLC; MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA, LLC;
19 MONTAGE NORTH AMERICA, LLC; and DOES 1 through 10 are therefore alter egos of
20 each other.

21 24. Adherence to the fiction of the separate existence of Defendants would permit
22 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
23 from liability for the wrongful acts committed by them under the name MONTAGE.

24 25. Plaintiff further alleges, upon information and belief, that Defendants
25 MONTAGE HOTELS & RESORTS, LLC; MONTAGE BEVERLY HILLS, LLC;
26 MONTAGE HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH AMERICA,
27 LLC; MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA, LLC; and
28 MONTAGE NORTH AMERICA, LLC are alter egos of each other for the following reasons:

- 1 (e) On the California Secretary of State’s website
2 (<https://businesssearch.sos.ca.gov/>), MONTAGE HOTELS &
3 RESORTS, LLC; MONTAGE BEVERLY HILLS, LLC; MONTAGE
4 HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH
5 AMERICA, LLC; MONTAGE LAGUNA BEACH, LLC; MONTAGE
6 LA QUINTA, LLC; and MONTAGE NORTH AMERICA, LLC share
7 the same entity address and mailing address, “3 Ada Parkway, Suite
8 100, Irvine, CA 92618;”
- 9 (f) According to their most recent “Statement of Information” forms filed
10 with the California Secretary of State, MONTAGE HOTELS &
11 RESORTS, LLC; MONTAGE BEVERLY HILLS, LLC; MONTAGE
12 HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH
13 AMERICA, LLC; MONTAGE LAGUNA BEACH, LLC; MONTAGE
14 LA QUINTA, LLC; and MONTAGE NORTH AMERICA, LLC share
15 the same officers and/or directors, including, but not limited to, Alan
16 Fuerstman, who serves as a manager of these entities;
- 17 (g) On information and belief, MONTAGE HOTELS & RESORTS, LLC;
18 MONTAGE BEVERLY HILLS, LLC; MONTAGE HEALDSBURG,
19 LLC; MONTAGE INTERNATIONAL NORTH AMERICA, LLC;
20 MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA,
21 LLC; and MONTAGE NORTH AMERICA, LLC share the same agent
22 for service of process, “C T CORPORATION SYSTEM (C0168406);”
23 and
- 24 (h) On information and belief, MONTAGE HOTELS & RESORTS, LLC;
25 MONTAGE BEVERLY HILLS, LLC; MONTAGE HEALDSBURG,
26 LLC; MONTAGE INTERNATIONAL NORTH AMERICA, LLC;
27 MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA,
28 LLC; and MONTAGE NORTH AMERICA, LLC utilize the same

1 standardized employment forms and issue the same employment
2 policies.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 26. Defendants own and operate luxury hotels, resorts, and residences with several
5 locations in California. Upon information and belief, Defendants maintain a single,
6 centralized Human Resources (“HR”) department at their corporate headquarters in Irvine,
7 California, which is responsible for the recruiting and hiring of new employees, and
8 communicating and implementing Defendants’ company-wide policies, including timekeeping
9 policies and meal and rest period policies, to employees throughout California.

10 27. In particular, Plaintiff and other non-party Aggrieved Employees, on
11 information and belief, received the same standardized documents and/or written policies.
12 Upon information and belief, the usage of standardized documents and/or written policies,
13 including new-hire documents, indicate that Defendants dictated policies at the corporate level
14 and implemented them company-wide, regardless of their employees’ assigned locations or
15 positions. Upon information and belief, Defendants set forth uniform policies and procedures
16 in several documents provided at an employee’s time of hire.

17 28. Upon information and belief, Defendants maintain a centralized Payroll
18 department at their corporate headquarters in Irvine, California, which processes payroll for
19 all non-exempt, hourly paid employees working for Defendants at their various locations and
20 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
21 upon information and belief, Defendants issue the same formatted wage statements to all non-
22 exempt, hourly paid employees in California, irrespective of their work locations. Upon
23 information and belief, Defendants process payroll for departing employees in the same
24 manner throughout the State of California, regardless of the manner in which each employee’s
25 employment ends.

26 29. Defendants continue to employ non-exempt or hourly paid employees in
27 California.

28 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein

1 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
2 and advisors knowledgeable about California labor and wage law, employment and personnel
3 practices, and about the requirements of California law.

4 31. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
5 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
6 were not recorded.

7 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 receive certain wages for overtime compensation and that they were not receiving certain
10 wages for overtime compensation.

11 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that other non-party Aggrieved Employees were entitled to be paid at a
13 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
14 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
15 remuneration or compensation.

16 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive at least minimum wages for compensation and that they were not receiving at least
19 minimum wages for work that was required to be done off-the-clock. In violation of the
20 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
21 least minimum wages for work done off-the-clock.

22 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay
25 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty
26 (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were
27 not provided with all meal periods or payment of one (1) additional hour of pay at their
28 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal

1 period.

2 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
5 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
6 and permitted to take a compliant rest period. In violation of the California Labor Code,
7 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
8 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
9 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
10 they were not authorized and permitted to take a compliant rest period.

11 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 receive complete and accurate wage statements in accordance with California law. In
14 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
15 were not provided complete and accurate wage statements.

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

20 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 timely payment of all wages earned during their employment. In violation of the California
23 Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of
24 all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and
25 rest period premiums, within permissible time periods.

26 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 timely payment of all wages earned upon termination of their employment. In violation of the

1 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
2 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
3 and/or meal and rest period premiums, within permissible time periods.

4 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that they had a duty to cover the costs and expenses other non-party
6 Aggrieved Employees incurred obtaining mandatory examinations and/or drug tests, but
7 willfully, knowingly, and intentionally failed to do so.

8 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 suitable seating and/or were entitled to sit when it did not interfere with the performance of
11 their duties and also have seats nearby to use during a lull in tasks that do require moving
12 about or standing.

13 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive reimbursement for all business-related expenses and costs they incurred during the
16 course and scope of their employment and that they did not receive reimbursement of
17 applicable business-related expenses and costs incurred.

18 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants knew or should have known that they had a duty to compensate
20 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
21 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
22 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
23 that they were properly denied wages, all in order to increase Defendants' profits.

24 45. At all times herein set forth, PAGA provides that any provision of law under
25 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
26 assessed and collected by the LWDA for violations of the California Labor Code and
27 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
28 civil action brought on behalf of themselves and other current or former employees pursuant

1 to procedures outlined in California Labor Code section 2699.3.

2 46. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
3 person who was employed by the alleged violator and against whom one or more of the
4 alleged violations was committed.”

5 47. Plaintiff and other current and former employees of Defendants are “aggrieved
6 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
7 or former employees and one or more of the alleged violations were committed against them.

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

- 11 (a) The aggrieved employee shall give written notice by online filing
12 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
13 to the employer of the specific provisions of the California Labor Code
14 alleged to have been violated, including the facts and theories to support
15 the alleged violations.
- 16 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
17 2699.3(a) and any employer response to that notice shall be
18 accompanied by a filing fee of seventy-five dollars (\$75).
- 19 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
20 employer and the aggrieved employee by certified mail that it does not
21 intend to investigate the alleged violation within sixty (60) calendar
22 days of the postmark date of the Employee’s Notice. Upon receipt of
23 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
24 five (65) calendar days of the postmark date of the Employee’s Notice,
25 the aggrieved employee may commence a civil action pursuant to
26 California Labor Code section 2699 to recover civil penalties in addition
27 to any other penalties to which the employee may be entitled.

28 49. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,

1 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
2 provision other than those listed in Section 2699.5 after the following requirements have been
3 met:

- 4 (a) The aggrieved employee or representative shall give written notice by
5 online filing to the LWDA and by certified mail to the employer of the
6 specific provisions of the California Labor Code alleged to have been
7 violated (other than those listed in Section 2699.5), including the facts
8 and theories to support the alleged violation.
- 9 (b) An aggrieved employee's notice filed with the LWDA pursuant to
10 2699.3(c) and any employer response to that notice shall be
11 accompanied by a filing fee of seventy-five dollars (\$75).
- 12 (c) The employer may cure the alleged violation within thirty-three (33)
13 calendar days of the postmark date of the notice. The employer shall
14 give written notice by certified mail within that period of time to the
15 aggrieved employee or representative and the agency if the alleged
16 violation is cured, including a description of actions taken, and no civil
17 action pursuant to Section 2699 may commence. If the alleged violation
18 is not cured within the 33-day period, the employee may commence a
19 civil action pursuant to Section 2699.

20 50. On February 22, 2021, Plaintiff provided written notice by online filing to the
21 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
22 Code alleged to have been violated, including facts and theories to support the alleged
23 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
24 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
25 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
26 Plaintiff PAGA Case Number LWDA-CM-822364-21. A true and correct copy of Plaintiff's
27 written notice to the LWDA and Defendants dated February 22, 2021, is attached hereto as
28 "Exhibit 1."

1 51. As of the filing date of this complaint, over 65 days have passed since Plaintiff
2 sent the initial LWDA Notice described above, and the LWDA has not responded that it
3 intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

4 52. Thus, Plaintiff has satisfied the administrative prerequisites under California
5 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
6 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
7 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

8 53. Labor Code section 558(a) provides "[a]ny employer or other person acting on
9 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provision regulating hours and days of work in any order of the Industrial Welfare
11 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was
13 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
15 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
16 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
17 as a private attorney general, seeks assessment and collection of civil penalties under Labor
18 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
19 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
20 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
21 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
22 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
23 applicable IWC Wage Order.

24 54. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
26 Employees' rights by violating various sections of the California Labor Code as set forth
27 above.

28 55. As set forth below, Defendants have violated numerous provisions of both the

1 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
2 Order.

3 56. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
4 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
5 private attorney general, seeks assessment and collection of civil penalties for himself, all
6 other non-party Aggrieved Employees, and the State of California against Defendants for
7 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
8 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

9 **FIRST CAUSE OF ACTION**

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

11 **(Against all Defendants)**

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

14 58. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
15 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
16 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,
17 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section
18 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
19 violations of those Labor Code sections not found in section 2699.5, including sections 516
20 and 1182.12.

21 59. Defendants’ conduct, as alleged herein, violates numerous sections of the
22 California Labor Code, including, but not limited to, the following:

- 23 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
24 Wage Order for Defendants’ failure to compensate Plaintiff and other
25 non-party Aggrieved Employees with all required overtime pay and
26 failure to properly calculate the overtime rates paid to other non-party
27 Aggrieved Employees, as set forth below;
28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the

1 applicable IWC Wage Order for Defendants' failure to compensate
2 Plaintiff and other non-party Aggrieved Employees with at least
3 minimum wages for all hours worked as set forth below;

4 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other non-party Aggrieved Employees with meal periods, as set
7 forth below;

8 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
9 IWC Wage Order for Defendants' failure to authorize and permit
10 Plaintiff and other non-party Aggrieved Employees to take rest periods,
11 as set forth below;

12 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
13 Wage Order for failure to provide accurate and complete wage
14 statements to Plaintiff and other non-party Aggrieved Employees, as set
15 forth below;

16 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
17 IWC Wage Order for failure to maintain payroll records as set forth
18 below;

19 (g) Violation of Labor Code section 204 for failure to pay all earned wages
20 during employment as set forth below;

21 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
22 earned wages upon termination as set forth below;

23 (i) Violation of Labor Code section 222.5 for failure to compensate other
24 non-party Aggrieved Employees for mandatory physical examinations
25 and/or drug testing, as set forth below;

26 (j) Violation of Labor Code section 1198, and the applicable IWC Wage
27 Order, for failing to provide suitable seating to Plaintiff and other non-
28 party Aggrieved Employees, as set forth below; and

1 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
2 and other non-party Aggrieved Employees for all business expenses
3 necessarily incurred, as set forth below.

4 **FAILURE TO PAY OVERTIME**

5 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

6 60. 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 61. 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 62. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
17 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
18 one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
19 hours in a workweek.

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

25 64. 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 65. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
5 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
6 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
7 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
8 not recorded.

9 66. During the relevant period, Defendants had, and continue to have, a loss
10 prevention policy requiring Plaintiff and other non-party Aggrieved Employees to undergo
11 security checks at the beginning of their meal periods and at the end of their shifts, before
12 leaving the hotel premises. For example, before being permitted to leave the premises for
13 their meal periods or at the end of their shifts, Plaintiff and other non-party Aggrieved
14 Employees were required to wait off-the-clock for a supervisor to perform a security check,
15 which could take two (2) minutes per instance. As a result, Plaintiff and other non-party
16 Aggrieved Employees were subject to Defendants' control until being released by a
17 supervisor, but were not compensated for this time.

18 67. Moreover, Defendants had, and continue to have, a company-wide policy
19 and/or practice of understaffing their hotels while assigning heavy workloads, resulting in a
20 failure to provide other non-party Aggrieved Employees with adequate meal period coverage.
21 Other non-party Aggrieved Employees worked through meal periods or had their meal periods
22 cut short or interrupted because there were not enough employees on duty to handle the
23 workload. In conjunction with the lack of meal period coverage, Defendants also had a
24 practice of failing to schedule meal periods, which further caused other non-party Aggrieved
25 Employees to not be relieved of their duties for compliant meal periods. As a result of this
26 lack of meal period coverage, other non-party Aggrieved Employees were not always afforded
27 30-minute meal periods during shifts when they were entitled to receive a meal period.

28 68. In addition, Defendants' company-wide timekeeping system prevented other

1 non-party Aggrieved Employees from recording all hours worked when their meal periods
2 were shortened or interrupted, because the system prevented employees from clocking back in
3 from a meal period until 30 minutes had elapsed. Thus, Defendants' timekeeping system
4 prevented other non-party Aggrieved Employees from recording all hours worked when their
5 meal periods were shortened or interrupted.

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

14 70. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
15 correct overtime rate for the recorded overtime hours that they generated. In addition to an
16 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
17 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
18 California Labor Code, Defendants failed to incorporate all compensation, including incentive
19 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
20 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
21 times when other non-party Aggrieved Employees worked overtime and received these other
22 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
23 than required.

24 71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
25 the balance of overtime compensation as required by California law, violates the provisions of
26 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
27 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
28 2699(a), (f), and (g).

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198
4 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be
5 paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
6 Compensable work time is defined by Wage Order No. 5-2001 as “the time during which an
7 employee is subject to the control of an employer, and includes all the time the employee is
8 suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8,
9 § 11050(2)(K) (defining “Hours Worked”).

10 72. As set forth above, during the relevant time period, Defendants required
11 Plaintiff and other non-party Aggrieved Employees to undergo off-the-clock security checks
12 after their shifts and during meal periods, but did not compensate them for this time.
13 Furthermore, due to Defendants’ uniform practices of understaffing, assignment of heavy
14 workloads, failure to schedule meal periods, and subsequent lack of meal period coverage,
15 other non-party Aggrieved Employees were impeded from taking all uninterrupted meal
16 periods to which they were entitled and were required to work off-the-clock. Furthermore, as
17 stated, Defendants systematically failed to pay other non-party Aggrieved Employees for
18 actual hours worked during unpaid meal periods because Defendants’ timekeeping system
19 locked out other non-party Aggrieved Employees for 30 minutes when they clocked out for a
20 meal period.

21 73. Defendants also had, and continue to have, a company-wide policy of requiring
22 employees to travel to a medical facility on their own time and using their own personal
23 vehicles to undergo mandatory drug testing and/or physical examinations. At all times,
24 Defendants were in control of scheduling the time period for the testing and/or physical
25 examinations, selecting the provider or facility where the testing and/or physical examinations
26 were to take place, and determining the scope of the testing and/or physical examinations.
27 Defendants gave other non-party Aggrieved Employees strict instructions to obtain drug
28 testing and/or physical examinations, and other non-party Aggrieved Employees underwent

1 the testing and/or examinations for the sole benefit of Defendants. Other non-party Aggrieved
2 Employees were required to travel in their own personal vehicles or obtain alternate
3 transportation and spend time undergoing Defendants' mandatory drug tests and/or physical
4 examinations. However, Defendants did not compensate other non-party Aggrieved
5 Employees for the time they spent traveling to and from the medical facilities and for the time
6 they spent undergoing the mandatory drug testing and/or physical examinations.

7 74. Thus, Defendants did not pay at least minimum wages for off-the-clock hours
8 that qualified for overtime premium payment for all hours worked by Plaintiff and other non-
9 party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for
10 overtime premium payment, Defendants did not pay at least minimum wages for those hours
11 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, and 1197.

12 75. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
13 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
14 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
15 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

16 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

18 76. At all relevant times herein set forth, the applicable IWC Wage Order(s) and
19 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff and
20 non-party Aggrieved Employees' employment by Defendants.

21 77. At all relevant times herein set forth, California Labor Code section 512(a)
22 provides that an employer may not require, cause, or permit an employee to work for a period
23 of more than five (5) hours per day without providing the employee with a meal period of not
24 less than thirty (30) minutes, except that if the total work period per day of the employee is
25 not more than six (6) hours, the meal period may be waived by mutual consent of both the
26 employer and the employee. Under California law, first meal periods must start after no more
27 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
28 2012).

1 78. At all relevant times herein set forth, California Labor Code sections 226.7,
2 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
3 meal period mandated by an applicable order of the IWC.

4 79. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 516,
5 1198, and the applicable IWC Wage Order also require employers to provide a second meal
6 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
7 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
8 the total hours worked is no more than twelve (12) hours, the second meal period may be
9 waived by mutual consent of the employer and the employee only if the first meal period was
10 not waived.

11 80. First, as stated, Defendants required their employees to be subject to loss
12 prevention policies, which resulted in Plaintiff and other non-party Aggrieved
13 Employees receiving shortened meal periods because they were required to undergo
14 mandatory security checks before leaving Defendants' premises. For example,
15 when Plaintiff intended to take his meal period off-premises, he was required to spend two (2)
16 minutes off-the-clock each time undergoing a security check by his supervisor before being
17 permitted to leave.

18 81. Second, Defendants have, and continue to have, a company-wide policy and/or
19 practice of understaffing their hotels while simultaneously assigning heavy workloads, which
20 resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
21 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
22 entitled. Defendants also failed to schedule meal periods, which caused Plaintiff and other
23 non-party Aggrieved Employees to work through part or all of their meal periods, have their
24 meal periods interrupted, and/or wait extended periods of time before taking meal periods.
25 Furthermore, as stated, Defendants' company-wide timekeeping system prevented other non-
26 party Aggrieved Employees from recording all hours worked when their meal periods were
27 shortened or interrupted, because the system locked out other non-party Aggrieved Employees
28 once they clocked out for a meal period and would not permit them to clock back in until

thirty (30) minutes had elapsed.

82. As a result of Defendants' practices and/or policies, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, Plaintiff took his meal periods after his fifth hour of work approximately three (3) times per week to remain on duty to meet customer demand.

83. Moreover, during the relevant time period, Defendants did not provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Plaintiff would work shifts in excess of ten (10) hours per day approximately 1-2 times per week, but was not provided second meal periods during these shifts. Plaintiff and other non-party 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.

84. Defendants knew or should have known that as a result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that they did not pay Plaintiff and other non-party Aggrieved Employees all meal period premiums when meal periods were missed, late, short, and/or interrupted.

85. Defendants also have 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, Plaintiff and other non-party Aggrieved Employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

86. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved

1 Employees compliant meal periods and failed to pay the full meal period premiums due.
2 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
3 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
4 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
5 (g).

6 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
7 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

8 87. At all relevant times herein set forth, the applicable IWC Wage Order and
9 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
10 non-party Aggrieved Employees' employment by Defendants.

11 88. At all relevant times, the applicable IWC Wage Order provides that "[e]very
12 employer shall authorize and permit all employees to take rest periods, which insofar as
13 practicable shall be in the middle of each work period" and that the "rest period time shall be
14 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
15 hours or major fraction thereof" unless the total daily work time is less than three and one-half
16 (3½) hours.

17 89. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any rest period mandated by an applicable
19 order of the California IWC. To comply with its obligation to authorize and permit rest
20 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
21 employer must "relinquish any control over how employees spend their break time, and
22 relieve their employees of all duties—including the obligation that an employee remain on
23 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
24 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

25 90. Pursuant to the applicable IWC Wage Order and California Labor Code section
26 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
27 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
28 required rest period was not authorized and permitted.

1 91. During the relevant time period, Defendants regularly failed to authorize and
2 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
3 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
4 Defendants' company-wide policies and practices, including understaffing and assigning
5 heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from being
6 relieved of all duty to take compliant rest periods. Defendants also failed to schedule rest
7 periods, which, coupled with Defendants' failure to provide adequate rest period coverage,
8 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and
9 permitted to take rest periods.

10 92. Furthermore, Defendants maintained and implemented a company-wide on-
11 premises rest period policy, which mandated that Plaintiff and other non-party Aggrieved
12 Employees remain on the work premises during their rest periods. Because Plaintiff and other
13 non-party Aggrieved Employees were restricted from leaving the premises during rest periods,
14 they were denied the ability to use rest periods freely for their own purposes, such as running
15 personal errands. Thus, Defendants effectively maintained control over Plaintiff and other
16 non-party Aggrieved Employees during rest periods.

17 93. As a result of Defendants' practices and policies, Plaintiff and other non-party
18 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
19 excess of 10 hours without receiving all ten (10) minute rest periods to which they were
20 entitled. For example, during his employment, Plaintiff was forced to forego his rest periods
21 altogether due to the heavy workload and lack of coverage for rest periods.

22 94. Defendants also have engaged in a company-wide practice and/or policy of not
23 paying all rest period premiums owed when compliant rest periods are not authorized or
24 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
25 Employees have not received premium pay for all missed rest periods. To the extent that
26 Defendants did pay other non-party Aggrieved Employees one (1) additional hour of premium
27 pay for missed rest periods, Defendants did not pay other non-party Aggrieved Employees at
28 the correct rate of pay for premiums because Defendants failed to include all forms of

1 compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
2 remuneration, in the regular rate of pay.

3 95. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
8 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

14 97. During the relevant time period, Defendants have knowingly and intentionally
15 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
16 inaccurate wage statements. For example, Defendants issued uniform wage statements to
17 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
18 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
19 the pay period, including overtime rates of pay, and the corresponding number of hours
20 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
21 226(a)(5), and 226(a)(9).

22 98. Because Defendants did not record the time Plaintiff and other non-party
23 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
24 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
25 compliance with section 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
26 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
27 Employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of
28 pay in effect during the pay period and corresponding accurate number of work hours worked

1 at each hourly rate in violation of section 226(a)(9).

2 99. In addition, because Defendant did not calculate other non-party Aggrieved
3 Employees' regular rate of pay correctly for purposes of paying overtime, Defendants did not
4 list the correct amount of gross wages in compliance with section 226(a)(1). For the same
5 reason, Defendants failed to list the correct amount of net wages in violation of section
6 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during
7 the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

8 100. The wage statement deficiencies also include, without limitation, failing to list
9 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
10 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
11 only the last four digits of his or her social security number or an employee identification
12 number other than a social security number; failing to list the name and address of the legal
13 entity that is the employer; failing to list the inclusive dates of the period for which employees
14 were paid; and/or failing to state all hours worked as a result of not recording or stating hours
15 worked off-the-clock.

16 101. California Labor Code section 1198 provides that the maximum hours of work
17 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
18 set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he
19 employment of any employees for longer hours than those fixed by the order or under
20 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC
21 Wage Order, employers are required to keep accurate time records showing when the
22 employee begins and ends each work period and meal period. During the relevant time
23 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
24 and meal period start and stop times for Plaintiff and other non-party Aggrieved Employees,
25 in violation of section 1198. Furthermore, in light of Defendants' failure to provide Plaintiff
26 and other non-party Aggrieved Employees with second 30-minute meal periods to which they
27 were entitled, Defendants kept no records of meal start and end times for second meal periods.

28 102. 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. . . .” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party 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.

103. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d), and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled recover civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

104. At all relevant times herein set forth, 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. Labor Code section 204 further provides 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.

105. At all relevant times herein, 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, at all relevant times 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.

1 106. During the relevant time period, Defendants willfully failed to pay Plaintiff and
2 other non-party Aggrieved Employees all wages due to them within any time period specified
3 by California Labor Code section 204 including, but not limited to, overtime wages; minimum
4 wages; and/or meal and rest period premiums.

5 107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

7 **FAILURE TO PAY WAGES UPON TERMINATION**

8 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

9 At all times relevant herein set forth, Labor Code sections 201, 202, and 203 provide
10 that if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
12 her employment, his or her wages shall become due and payable not later than seventy-two
13 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
14 his or her intention to quit, in which case the employee is entitled to his or her wages at the
15 time of quitting.

16 108. Defendants have a company-wide practice or policy of failing to adhere to the
17 time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff was
18 informed in March 2020 that employees were being furloughed due to COVID-19. However,
19 Defendants did not provide him with his final paycheck until on or about April 24, 2020.
20 Thus, Defendants failed to pay Plaintiff his final wages immediately, in violation of Labor
21 Code section 201.

22 109. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
23 Employees who are no longer employed by Defendants all their earned and unpaid wages set
24 forth above, including but not limited to, overtime wages; minimum wages; and/or meal and
25 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
26 leaving Defendants' employ.

27 110. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
28 who are no longer employed by Defendants their wages earned and unpaid at the time of

1 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
2 Labor Code sections 201, 202 and 203. Plaintiff and other non-party Aggrieved Employees
3 are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
4 2699(a), (f), and (g).

5 **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATIONS**
6 **VIOLATION OF LABOR CODE SECTION 222.5**

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

10 112. During the relevant time period, Defendants implemented, on a company-wide
11 basis, an employer-imposed requirement that other non-party Aggrieved Employees undergo
12 mandatory drug tests and/or physical examinations, but required them to do so at their own
13 expense. As stated, Defendants had a company-wide policy requiring that other non-party
14 Aggrieved Employees travel to a specified medical facility on their own time and use their
15 own means of transportation to undergo drug testing and/or physical examinations. At all
16 times, Defendants were in control of scheduling the date and time for the drug testing and/or
17 physical examinations, selecting the provider/facility where the drug testing and/or physical
18 examinations were to take place, and determining the scope of the drug test and/or physical
19 examinations.

20 113. However, Defendants did not compensate other non-party Aggrieved
21 Employees for the time they spent traveling to and from their drug tests and/or physical
22 examinations, or for the time they spent undergoing the testing and/or examinations, or
23 reimburse them for the travel expenses they incurred getting to and from the medical facilities.
24 Defendants' policy and/or practice of not paying for all costs other non-party Aggrieved
25 Employees incurred obtaining mandatory drug tests and/or physical examinations is in
26 violation of California Labor Code section 222.5.

27 114. Other non-party Aggrieved Employees are therefore entitled to recover civil
28 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050(14)(A)

115. At all relevant times herein, 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.”

116. 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.”

117. Plaintiff alleges that Defendants’ 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 non-party Aggrieved Employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could provide other non-party Aggrieved Employees with a seat or stool at the front desks, registration desks, and concierge desks, but instead deny them seating and forces non-party Aggrieved Employees to stand throughout the day.

118. Other non-party 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, Defendants systematically, and on a company-wide basis, do not provide seats or stools at or near front desks, registration desks, or concierge desks, forcing other non-party Aggrieved Employees to stand throughout their work shifts.

119. During the relevant time period, Defendants violated California Labor Code

1 section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other
2 non-party Aggrieved Employees were not allowed to sit, even when it would not have
3 interfered with the performance of their duties, nor were they provided with suitable seats.
4 Defendants' management did not inform other non-party Aggrieved Employees that they were
5 allowed to sit down, provide any means for them to sit down, or mention any policy regarding
6 sitting.

7 120. As a result of Defendants' company-wide policy and practice of prohibiting
8 employees from sitting during their shifts and company-wide failure to provide suitable
9 seating, other non-party Aggrieved Employees were forced to stand during shifts and denied
10 seats. Defendants' failure to provide suitable seating to other non-party Aggrieved Employees
11 violated and continues to violate California Labor Code section 1198 and IWC Wage Order 5-
12 2001, subdivision 14(A).

13 121. Other non-party Aggrieved Employees are therefore entitled to recover civil
14 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

15 **FAILURE TO PROVIDE SUITABLE SEATING**
16 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
17 **REGULATIONS, TITLE 8, SECTION 11050(14)(B)**

18 122. At all relevant times herein, California Labor Code section 1198 makes it
19 illegal to employ an employee under conditions of labor that are prohibited by the applicable
20 wage order. California Labor Code section 1198 requires that "... the standard conditions of
21 labor fixed by the commission shall be the ... standard conditions of labor for employees.
22 The employment of any employee ... under conditions of labor prohibited by the order is
23 unlawful."

24 123. California Code of Regulations, Title 8, section 11050(14)(B) provides that
25 "[w]hen employees are not engaged in the active duties of their employment and the nature of
26 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
27 proximity to the work area and employees shall be permitted to use such seats when it does
28 not interfere with the performance of their duties."

1 124. During the relevant time period, Defendants violated California Labor Code
2 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because
3 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls
4 in their work duties, nor were they provided with suitable seats in reasonable proximity to
5 their work areas.

6 125. As stated, Plaintiff alleges that Defendants' California hotels are generally
7 similar in their layout and design and there was, and continues to be, space near work areas
8 (with reasonable or no modification to these work areas) to allow for the presence and use of a
9 seat or stool by Plaintiff and other non-party Aggrieved Employees during lulls in operation.
10 Defendants could provide Plaintiff and other non-party Aggrieved Employees with a seat or
11 stool in their work areas, but instead deny employees seating and forced Plaintiff and other
12 non-party Aggrieved Employees to stand throughout the day.

13 126. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
14 with seats or stools in reasonable proximity to their work areas to allow them to use seats
15 when it would not interfere with the performance of their duties for times when they were not
16 engaged in active duties that require standing. In other words, to the extent Plaintiff and other
17 non-party Aggrieved Employees engaged in duties in which the nature of the work required
18 standing, Defendants denied them the use of seats nearby during lulls in their work duties.
19 Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of
20 their rights to a seat or stool under California law.

21 127. As a result of Defendants' company-wide policy and/or practice prohibiting
22 employees from sitting at any time, even when they were not engaged in active duties
23 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
24 work areas, Plaintiff and other non-party Aggrieved Employees were forced to stand during
25 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other
26 non-party Aggrieved Employees violated and continues to violate California Labor Code
27 section 1198 and IWC Wage Order 5-2001, subdivision 14(B).

28 128. Plaintiff and other non-party Aggrieved Employees are therefore entitled to

1 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 129. At all times herein set forth, California Labor Code section 2802 provides that
5 an employer must reimburse employees for all necessary expenditures and losses incurred by
6 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
7 to prevent employers from passing off their cost of doing business and operating expenses on
8 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
9 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen the
10 employer requires the use of tools or equipment or they are necessary to the performance of a
11 job, such tools and equipment shall be provided and maintained by the employer, except that
12 an employee whose wages are at least two (2) times the minimum wage may provide and
13 maintain hand tools and equipment customarily required by the particular trade or craft."

14 130. First, during the relevant time period, Defendants, on a company-wide basis,
15 forced Plaintiff and other non-party Aggrieved Employees to purchase their own tools and
16 supplies in order to complete their work-related duties. For example, because Defendants did
17 not supply knives to their chefs, Plaintiff was required to spend \$100 on his own knife set in
18 order to cook and prepare food. Although Defendants required Plaintiff to purchase and use
19 his own tools and supplies on the job, they did not reimburse him for these expenses.

20 131. Second, as stated, Defendants had a company-wide policy of requiring other
21 non-party Aggrieved Employees to travel to medical facilities on their own time and using
22 their personal vehicles or alternate transportation to obtain mandatory drug testing and/or
23 physical examinations, but did not reimburse them for their travel expenses, including
24 mileage. At all times, Defendants were in control of scheduling the date and time for the
25 testing and/or physical examinations, selecting the provider or facility where the testing and/or
26 physical examinations were to take place, and determining the scope of the testing and/or
27 physical examinations. Although Defendants required other non-party Aggrieved Employees
28 to use their own vehicles or obtain alternate transportation to undergo drug testing and/or

1 physical examinations, Defendants never reimbursed them for their travel expenses.

2 132. Third, Defendants, on a company-wide basis, expected other non-party
3 Aggrieved Employees to report to work wearing clean uniforms with Defendants' company
4 logo while simultaneously failing to provide employees with an adequate number of those
5 uniforms. This forced other non-party Aggrieved Employees to clean their uniforms
6 frequently and incur expenses for doing so. Furthermore, due to the nature of their work,
7 other non-party Aggrieved Employees' uniforms would become stained and/or acquire an
8 unpleasant odor, and other non-party Aggrieved Employees would also be required to wash
9 their uniforms separately from their other clothes, further increasing their overall laundry
10 costs.

11 133. Defendants could have provided Plaintiff and other non-party Aggrieved
12 Employees with the actual tools for use on the job, such as kitchen tools and supplies,
13 company vehicles, and an adequate number of uniforms and/or access to laundering services.
14 Or, Defendants could have reimbursed employees for the costs of their tools/supplies,
15 mileage, travel, and laundering expenses. Instead, Defendants passed these operating costs off
16 onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff did
17 not earn at least two (2) times the minimum wage.

18 134. Defendants' company-wide policy and/or practice of not reimbursing
19 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
20 and other non-party Aggrieved Employees violates California Labor Code section 2802.
21 Defendants have intentionally and willfully failed to reimburse Plaintiff and other non-party
22 Aggrieved Employees for necessary business-related expenses and costs.

23 135. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
24 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

25 **REQUEST FOR JURY TRIAL**

26 Plaintiff requests a trial by jury.

27 **PRAYER FOR RELIEF**

28 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and

1 judgment against Defendants, jointly and severally, as follows:

2 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
3 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

4 **As to the First Cause of Action**

5 2. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
7 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
8 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
9 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
10 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
11 statements and maintain accurate payroll records); 204 (by failing timely to pay all earned
12 wages during employment); 201, 202, and 203 (by failing timely to pay all earned wages upon
13 termination); 222.5 (by failing to pay for costs of mandatory drug testing and/or physical
14 examinations); 1198 (failing to provide suitable seating); and 2802 (by failing to reimburse
15 business expenses).

16 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
17 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
18 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and
19 2802;

20 4. For attorneys' fees and costs pursuant to California Labor Code section
21 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
22 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
23 1182.12, 1194, 1197, 1198, and 2802;

24 5. For pre-judgment and post-judgment interest as provided by law; and

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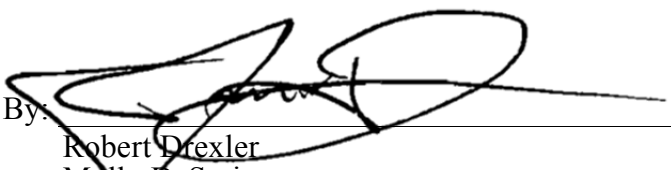
28 //

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

3
4 Dated: April 29, 2021

Respectfully submitted,

Capstone Law APC

5
6
7 By: 

Robert Drexler

Molly DeSario

Jonathan Lee

Helga Hakimi

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10 Attorneys for Plaintiff Jose Sanchez-Ramirez
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Exhibit 1



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JULIAN.QUATTLEBAUM
310.712.8154 Direct
Julian.Quattlebaum@capstonelawyers.com

February 22, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Jose Sanchez-Ramirez v. Montage Hotels & Resorts, LLC, et al.*

Dear PAGA Administrator:

This office represents Jose Sanchez-Ramirez in connection with his claims under the California Labor Code. Mr. Sanchez-Ramirez was an employee of MONTAGE HOTELS & RESORTS, LLC; MONTAGE BEVERLY HILLS, LLC; MONTAGE HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH AMERICA, LLC; MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA, LLC; and/or MONTAGE NORTH AMERICA, LLC. For the purposes of this letter, Mr. Sanchez-Ramirez collectively refers to these entities as "MONTAGE."

The employers may be contacted directly at the addresses below:

MONTAGE HOTELS & RESORTS, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

MONTAGE LAGUNA BEACH, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

MONTAGE BEVERLY HILLS, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

MONTAGE LA QUINTA, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

MONTAGE HEALDSBURG, LLC
3 ADA PARKWAY, STE 100
IRVINE, CA 92618

MONTAGE NORTH AMERICA, LLC
3 ADA PARKWAY, STE 100
IRVINE, CA 92618

MONTAGE INTERNATIONAL NORTH
AMERICA, LLC
3 ADA PARKWAY, STE 1000
IRVINE, CA 92618

Mr. Sanchez-Ramirez 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"). Mr. Sanchez-Ramirez seeks relief on behalf of himself, the State of California, and other persons who are or were employed by MONTAGE 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.

MONTAGE employed Mr. Sanchez-Ramirez as an hourly paid, non-exempt employee from approximately April 2004 to March 2020. Most recently, Mr. Sanchez-Ramirez worked for MONTAGE as a Sous Chef at the Montage Laguna Beach hotel in Laguna Beach, California. During his employment, Mr. Sanchez-Ramirez typically worked eight (8) hours or more per day, five (5) to six (6) days per week. At the time his employment ended, Mr. Sanchez-Ramirez was compensated approximately \$22.00 per hour. His job duties included, without limitation, cooking and grilling food; preparing condiments, sauces, and dressings; receiving restaurant supplies and ingredients; and cleaning and maintaining the restaurant's cooking station.

MONTAGE committed one or more of the following Labor Code violations against Mr. Sanchez-Ramirez, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

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

MONTAGE HOTELS & RESORTS, LLC is a Nevada limited liability company, while MONTAGE BEVERLY HILLS, LLC; MONTAGE HEALDSBURG, LLC; MONTAGE INTERNATIONAL NORTH AMERICA, LLC; MONTAGE LAGUNA BEACH, LLC; MONTAGE LA QUINTA, LLC; and MONTAGE NORTH AMERICA, LLC are Delaware limited liability companies. Together, they manage and operate luxury hotels, resorts, and residences. Upon information and belief, MONTAGE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Irvine, California, for all non-exempt, hourly paid employees working for MONTAGE in California, including Mr. Sanchez-Ramirez and other aggrieved employees. At all relevant times, MONTAGE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Sanchez-Ramirez and other aggrieved employees, regardless of its location or position.

Upon information and belief, MONTAGE maintains a centralized Payroll department at its corporate headquarters in Irvine, California, which processes payroll for all non-exempt, hourly paid employees working for MONTAGE in California, including Mr. Sanchez-Ramirez and other aggrieved employees. Further, MONTAGE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Sanchez-

¹ These facts, theories, and claims are based on Mr. Sanchez-Ramirez's experience and counsel's review of those records currently available relating to Mr. Sanchez-Ramirez'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, Mr. Sanchez-Ramirez reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Ramirez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, MONTAGE utilized the same methods and formulas when calculating wages due to Mr. Sanchez-Ramirez 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 for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

MONTAGE willfully failed to pay all overtime wages owed to Mr. Sanchez-Ramirez and other aggrieved employees. During the relevant time period, Mr. Sanchez-Ramirez 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.

During the relevant period, MONTAGE had, and continues to have, a loss prevention policy requiring Mr. Sanchez-Ramirez and other aggrieved employees to undergo security checks at the beginning of their meal periods and at the end of their shifts, before leaving the hotel premises. For example, before being permitted to leave the premises for their meal periods or at the end of their shifts, Mr. Sanchez-Ramirez and other aggrieved employees were required to wait off-the-clock for a supervisor to perform a security check, which could take two (2) minutes per instance. As a result, Mr. Sanchez-Ramirez and other aggrieved employees were subject to MONTAGE's control until being released by a supervisor, but were not compensated for this time.

Moreover, MONTAGE had, and continues to have, a company-wide policy and/or practice of understaffing its hotels while assigning heavy workloads, resulting in a failure to provide other aggrieved employees with adequate meal period coverage. Other aggrieved employees worked through meal periods or had their meal periods cut short or interrupted because there were not enough employees on duty to handle the workload. MONTAGE also had a practice of failing to schedule meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period.

In addition, MONTAGE's company-wide timekeeping system prevented other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from a meal period until 30 minutes had elapsed. Thus, MONTAGE's timekeeping system prevented other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

MONTAGE knew or should have known that as a result of these company-wide policies and/or practices, Mr. Sanchez-Ramirez and other aggrieved employees were performing assigned duties during meal periods and off-the-clock, and were suffered or permitted to perform work for which they were not paid. Because Mr. Sanchez-Ramirez 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, Mr. Sanchez-Ramirez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, MONTAGE did not pay Mr. Sanchez-Ramirez and/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, MONTAGE paid Mr. Sanchez-Ramirez and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, MONTAGE 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 Mr. Sanchez-Ramirez and/or other aggrieved employees worked overtime and received these other forms of pay, MONTAGE failed to pay all overtime wages by paying a lower overtime rate than required.

MONTAGE's failure to pay Mr. Sanchez-Ramirez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Sanchez-Ramirez 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, MONTAGE required Mr. Sanchez-Ramirez and other aggrieved employees to undergo off-the-clock security checks after their shifts and during meal periods, but did not compensate them for this time. Furthermore, as stated, due to MONTAGE's uniform practices of understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Furthermore, as stated, MONTAGE systematically failed to pay other aggrieved employees for actual hours worked during unpaid meal periods because MONTAGE's timekeeping system locked out other aggrieved employees for 30 minutes when they clocked out for a meal period.

Moreover, MONTAGE maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing and/or physical examinations. At all times, MONTAGE was in control of scheduling the time period 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. MONTAGE 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 MONTAGE. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing MONTAGE's mandatory drug tests and/or physical examinations. However, MONTAGE 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 mandatory drug testing and/or physical examinations.

Thus, MONTAGE 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, MONTAGE 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, MONTAGE regularly failed to pay at least minimum wages to Mr. Sanchez-Ramirez 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.

Mr. Sanchez-Ramirez 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 period 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.

First, as stated above, MONTAGE required its employees to be subject to loss prevention policies, which resulted in Mr. Sanchez-Ramirez and other aggrieved employees receiving shortened meal periods because they were required to undergo mandatory security checks before leaving MONTAGE's premises. For example, when Mr. Sanchez-Ramirez intended to take his meal period off-premises, he was required to spend two (2) minutes off-the-clock each time undergoing a security check by his supervisor before being permitted to leave.

Second, as stated, MONTAGE had, and continues to have, a company-wide policy and/or practice of understaffing its hotels while simultaneously assigning heavy workloads, which resulted in a lack of meal period coverage and prevented Mr. Sanchez-Ramirez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As stated, MONTAGE also failed to schedule meal periods, which caused Mr. Sanchez-Ramirez and other aggrieved employees to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. Furthermore, as stated, MONTAGE's company-wide timekeeping system prevented other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in until 30 minutes had elapsed.

As a result of MONTAGE's practices and/or policies, Mr. Sanchez-Ramirez and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, Mr. Sanchez-Ramirez took his meal periods after his fifth hour of work approximately three (3) times per week to remain on duty to meet customer demand. MONTAGE knew or should have known that as a result of its policies, Mr. Sanchez-Ramirez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. MONTAGE further knew or should have known that it did not pay Mr. Sanchez-Ramirez and other aggrieved employees all meal period premium wages when meal periods were missed, late, short, and/or interrupted.

In addition, during the relevant time period, MONTAGE did not provide Mr. Sanchez-Ramirez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Mr. Sanchez-Ramirez would work shifts in excess of ten (10) hours per day approximately 1-2 times per week, but was not provided second meal periods during these shifts. Mr. Sanchez-Ramirez 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.

Furthermore, MONTAGE 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, Mr. Sanchez-Ramirez and other aggrieved employees have not received premium pay for all missed, interrupted, or late meal periods. Alternatively, to the extent that MONTAGE did pay Mr. Sanchez-Ramirez and/or other aggrieved employees premium pay for missed, late, and interrupted meal periods, MONTAGE did not pay Mr. Sanchez-Ramirez and/or other aggrieved employees at the correct rate of pay for premium wages because MONTAGE systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, MONTAGE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Sanchez-Ramirez 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, MONTAGE regularly failed to authorize and permit Mr. Sanchez-Ramirez 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, MONTAGE's policies and/or practices of understaffing and assigning heavy workloads prevented Mr. Sanchez-Ramirez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. MONTAGE also failed to schedule rest periods, which, coupled with MONTAGE's failure to provide adequate rest period coverage, further led to Mr. Sanchez-Ramirez and other aggrieved employees not being authorized and permitted to take rest periods.

Additionally, on information and belief, during the relevant time period, MONTAGE maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Sanchez-Ramirez and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Sanchez-Ramirez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use rest periods freely for their own purposes. Thus, MONTAGE effectively maintained control over Mr. Sanchez-Ramirez and other aggrieved employees during rest periods.

As a result of MONTAGE's practices and policies, Mr. Sanchez-Ramirez 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, during his employment, Mr. Sanchez-Ramirez was forced to forego his rest periods altogether due to the heavy workload and lack of coverage for rest periods.

MONTAGE also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Sanchez-Ramirez and other aggrieved employees have not received premium pay for missed rest periods. Alternatively, to the extent that MONTAGE did pay Mr. Sanchez-Ramirez and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, MONTAGE did not pay Mr. Sanchez-Ramirez and/or other aggrieved employees at the correct rate of pay for premium wages because MONTAGE failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, MONTAGE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Sanchez-Ramirez 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. MONTAGE has not provided Mr. Sanchez-Ramirez 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 wage 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, MONTAGE has knowingly and intentionally provided Mr. Sanchez-Ramirez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MONTAGE issued uniform wage statements to Mr. Sanchez-Ramirez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; 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, MONTAGE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MONTAGE did not record the time Mr. Sanchez-Ramirez and other aggrieved employees spent working off-the-clock, MONTAGE did not list the correct amount of gross wages and net wages earned by Mr. Sanchez-Ramirez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MONTAGE failed to accurately list the total number of hours worked by Mr. Sanchez-Ramirez 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).

Also, because MONTAGE did not calculate Mr. Sanchez-Ramirez's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, MONTAGE did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, MONTAGE also failed to list the correct amount of net wages in violation of section 226(a)(5). MONTAGE 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).

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 and address 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), MONTAGE willfully failed to maintain accurate payroll records for Mr. Sanchez-Ramirez 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.

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, MONTAGE failed, on a company-wide basis, to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and stop times for Mr. Sanchez-Ramirez and other aggrieved employees, in violation of section 1198. Furthermore, in light of MONTAGE’s failure to provide Mr. Sanchez-Ramirez and other aggrieved employees with second 30-minute meal periods to which they were entitled, MONTAGE kept no records of meal start and end times for second meal periods.

Because MONTAGE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Sanchez-Ramirez 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, Mr. Sanchez-Ramirez 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.

Mr. Sanchez-Ramirez 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, MONTAGE failed to pay Mr. Sanchez-Ramirez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Sanchez-Ramirez 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.

MONTAGE had a company-wide practice or policy of failing to adhere to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Sanchez-Ramirez was informed in March 2020 that employees were being furloughed due to COVID-19. However, MONTAGE did not provide him with his final paycheck until on or about April 24, 2020. Thus, MONTAGE failed to pay Mr. Sanchez-Ramirez his final wages immediately, in violation of Labor Code section 201.

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

Mr. Sanchez-Ramirez 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, MONTAGE 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, MONTAGE 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, MONTAGE 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, MONTAGE 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. MONTAGE'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 § 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.*

MONTAGE'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. MONTAGE 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, MONTAGE 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.

MONTAGE 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. MONTAGE'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 MONTAGE'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. MONTAGE'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 MONTAGE 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.*

MONTAGE's California hotels are generally similar in their layout and design and there was, and continues to be, space near work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Mr. Sanchez-Ramirez and other aggrieved employees during lulls in operation. MONTAGE could provide Mr. Sanchez-Ramirez and other

aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forced Mr. Sanchez-Ramirez and other aggrieved employees to stand throughout the day.

MONTAGE did not provide Mr. Sanchez-Ramirez and 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 Mr. Sanchez-Ramirez and other aggrieved employees engaged in duties in which the nature of the work required standing, MONTAGE denied them the use of seats nearby during lulls in their work duties. Moreover, MONTAGE did not inform Mr. Sanchez-Ramirez and other aggrieved employees of their rights to a seat or stool under California law.

As a result of MONTAGE'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, Mr. Sanchez-Ramirez and other aggrieved employees were forced to stand during shifts and denied seats. MONTAGE's failure to provide suitable seating to Mr. Sanchez-Ramirez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(B).

Mr. Sanchez-Ramirez and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring MONTAGE 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, MONTAGE, on a company-wide basis, forced Mr. Sanchez-Ramirez and other aggrieved employees to purchase their own tools and supplies in order to complete their work-related duties. For example, because MONTAGE did not supply knives to its chefs, Mr. Sanchez-Ramirez was required to spend \$100 purchasing his own knife set in order to cook and prepare food. Although MONTAGE required Mr. Sanchez-Ramirez to purchase and use his own tools and supplies on the job, it did not reimburse him for these expenses.

Second, as stated, MONTAGE 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, MONTAGE 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. Although MONTAGE required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, MONTAGE never reimbursed them for their travel expenses.

Third, MONTAGE, on a company-wide basis, expected other aggrieved employees to report to work wearing clean uniforms with the MONTAGE logo while simultaneously failing to provide employees with an adequate number of those uniforms. This forced other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. In addition, due to the nature of their work, other aggrieved employees' uniforms would become stained and/or acquire an unpleasant odor, and other aggrieved employees would also be required to wash their uniforms separately from their other clothes, further increasing their overall laundry costs.

MONTAGE could have provided Mr. Sanchez-Ramirez and other aggrieved employees with the actual tools for use on the job, such as kitchen tools and supplies, company vehicles, and an adequate number of uniforms and/or access to laundering services. Or, MONTAGE could have reimbursed employees for the costs of their tools/supplies, mileage, travel, and laundering expenses. Instead, MONTAGE passed these operating costs off onto Mr. Sanchez-Ramirez and other aggrieved employees. At all relevant times, Mr. Sanchez-Ramirez did not earn at least two (2) times the minimum wage.

Thus, MONTAGE 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. Mr. Sanchez-Ramirez and other aggrieved employees are 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 § 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.

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

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.” MONTAGE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Sanchez-Ramirez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Sanchez-Ramirez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Sanchez-Ramirez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MONTAGE for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Sanchez-Ramirez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Sanchez-Ramirez's reasonable attempt to settle his dispute with MONTAGE prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform MONTAGE of Mr. Sanchez-Ramirez's aforementioned grievances and the proposed remedies as detailed below, while affording MONTAGE a reasonable opportunity to satisfy Mr. Sanchez-Ramirez's demands.

Demand is hereby made that MONTAGE shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. MONTAGE shall pay Mr. Sanchez-Ramirez and all other aggrieved employees employed by MONTAGE at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. MONTAGE shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.

3. MONTAGE shall conduct a survey or interview all current and former aggrieved employees in California who worked for MONTAGE in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations, tools and supplies, travel expenses, mileage, uniform maintenance costs, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. MONTAGE shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. MONTAGE also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. MONTAGE shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for MONTAGE's benefit, including, but not limited to, mandatory drug tests, tools and supplies, travel, mileage, uniform maintenance or laundering costs, or other expenditures, as required by Labor Code sections 222.5 and 2802.
6. MONTAGE shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. MONTAGE shall provide Mr. Sanchez-Ramirez and all aggrieved employees employed by MONTAGE at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. MONTAGE shall implement and provide suitable seating to all aggrieved employees.
9. MONTAGE shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. MONTAGE shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
11. MONTAGE shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1194.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

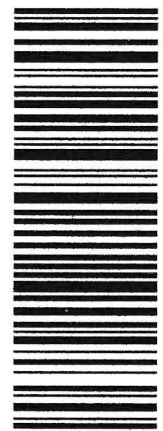
Best Regards,

A handwritten signature in black ink, appearing to read 'Julian Quattlebaum', is positioned above a horizontal line.

Julian Quattlebaum

Copy: MONTAGE HOTELS & RESORTS, LLC (via U.S. Certified Mail); MONTAGE BEVERLY HILLS, LLC (via U.S. Certified Mail); MONTAGE HEALDSBURG, LLC (via U.S. Certified Mail); MONTAGE INTERNATIONAL NORTH AMERICA, LLC (via U.S. Certified Mail); MONTAGE LAGUNA BEACH, LLC (via U.S. Certified Mail); MONTAGE LA QUINTA, LLC (via U.S. Certified Mail); MONTAGE NORTH AMERICA, LLC (via U.S. Certified Mail)

CERTIFIED MAIL



7020 1290 0001 8879 1357

one
LAW APC
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE HOTELS & RESORTS, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



9590 9402 1512 5362 2720 22

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1357

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MONTAGE HOTELS & RESORTS, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

MONTAGE HOTELS & RESORTS, LLC
Street and Apt. No., or PO Box No.
3 ADA PARKWAY, SUITE 100
City, State, ZIP+4®
IRVINE, CA 92618

Postmark
Here

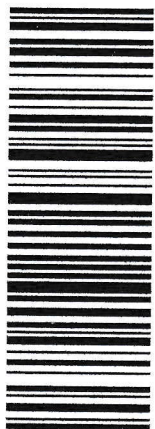
Sanchoz-Ramirez v.
Montage Hotels &
Resorts, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1290 0001 8879 1357

CERTIFIED MAIL®



7020 1290 0001 8879 1371

Stone

LAW APC

3000 Park East, Ste 1000
Irvine, CA 92667



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE LAGUNA BEACH, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



9590 9402 1512 5362 2720 39

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1371

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MONTAGE LAGUNA BEACH, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 6.63

Total Postage and Fees

\$ 7.93

Sent To

MONTAGE LAGUNA BEACH, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

Postmark
Here

Sanchez-Ramirez v.
Montage Laguna
Beach, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL



7020 1290 0001 8879 1388

one
AW APC
/ Park East, Ste 1000
CA 90067

MONTAGE BEVERLY HILLS, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE BEVERLY HILLS, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



9590 9402 1512 5362 2719 71

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1388

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

red Mail
red Mail Restricted Delivery
\$500

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee	
\$	3.50
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 2.80
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	1.63
Total Postage and Fees	
\$	7.93
Sent To	

Postmark
Here

Sanchez-Ramirez v.
Montage Beverly Hills,
LLC

Street and Apt. No., MONTAGE BEVERLY HILLS, LLC
City, State, ZIP+4® 3-ADA PARKWAY, SUITE 100
IRVINE, CA 92618

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0001 8879 1388

CERTIFIED MAIL



7020 1290 0001 8879 1395

one
LAW APC
ary Park East, Ste 1000
CA 90067

MONTAGE LA QUINTA, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE LA QUINTA, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



9590 9402 1512 5362 2719 64

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1395

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.43

Sent To

Street and Apt. No.,
City, State, ZIP+4®
MONTAGE LA QUINTA, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618

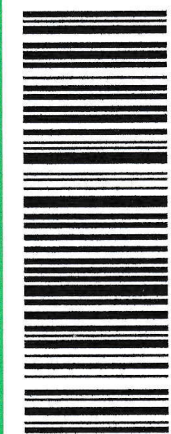
Postmark
Here

Sanchez-Ramirez v.
Montage La Quinta
LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL



7020 1290 0001 8879 1401

tone
LAW APC
ury Park East, Ste 1000
S, CA 90067

MONTAGE HEALDSBURG, LLC
3 ADA PARKWAY, STE 100
IRVINE, CA 92618



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE HEALDSBURG, LLC
3 ADA PARKWAY, STE 100
IRVINE, CA 92618



9590 9402 1512 5362 2720 15

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1401

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

MONTAGE HEALDSBURG, LLC

Street and Apt. No., or PO Box No. 3 ADA PARKWAY, STE 100

City, State, ZIP+4® IRVINE, CA 92618

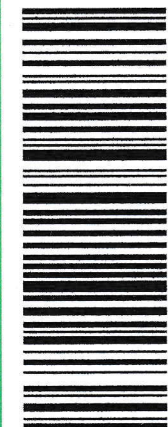
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Sanchez-Ramirez v.
Montage Healdsburg,
LLC

CERTIFIED MAIL®



7020 1290 0001 8879 1418

tone
LAW APC
ary Park East, Ste 1000
s, CA 90067

MONTAGE NORTH AMERICA, LLC
3 ADA PARKWAY, STE 100
IRVINE, CA 92618

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE NORTH AMERICA, LLC
3 ADA PARKWAY, STE 100
IRVINE, CA 92618



9590 9402 1512 5362 2720 08

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1418

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

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ar \$50.00)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.50

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

MONTAGE NORTH AMERICA, LLC

Street and Apt. No., or P.O. Box No.
3 ADA PARKWAY, STE 100

City, State, ZIP+4®
IRVINE, CA 92618

Postmark
Here

Sanchez-Ramirez v.
Montage North
America, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 1290 0001 8879 1425

one
LAW APC
ry Park East, Ste 1000
s, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE INTERNATIONAL NORTH
AMERICA, LLC
3 ADA PARKWAY, STE 1000 IRVINE, CA
92618



9590 9402 1512 5362 2719 95

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1425

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MONTAGE INTERNATIONAL NORTH AMERICA,
LLC
3 ADA PARKWAY, STE 1000
IRVINE, CA 92618

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

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

OFFICIAL USE

Certified Mail Fee
\$ 3.50
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.80
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 1.63
Total Postage and Fees
\$ 7.93

Sent To

MONTAGE INTERNATIONAL NORTH

Street and Apt. No.

AMERICA, LLC

City, State, ZIP+4®

3 ADA PARKWAY, STE 1000 IRVINE, CA
92618

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Sanchez-Ramirez v.
Montage International
North America, LLC

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>DA1853C19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <u>2/24/21</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: MONTAGE HEALDSBURG, LLC 3 ADA PARKWAY, STE 100 IRVINE, CA 92618  9590 9402 1512 5362 2720 15		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1401			
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>DA1853C19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <u>2/24/21</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: MONTAGE BEVERLY HILLS, LLC 3 ADA PARKWAY, SUITE 100 IRVINE, CA 92618  9590 9402 1512 5362 2719 71		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1388			
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>DA1853C19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <u>2/24/21</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: MONTAGE HOTELS & RESORTS, LLC 3 ADA PARKWAY, SUITE 100 IRVINE, CA 92618  9590 9402 1512 5362 2720 22		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1357			
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>DA1853C19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <u>2/24/21</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: MONTAGE LA QUINTA, LLC 3 ADA PARKWAY, SUITE 100 IRVINE, CA 92618  9590 9402 1512 5362 2719 64		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1395			
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>DA1753C19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <u>2/24/21</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: MONTAGE INTERNATIONAL NORTH AMERICA, LLC 3 ADA PARKWAY, STE 1000 IRVINE, CA 92618  9590 9402 1512 5362 2719 95		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1425			
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>DA1853C19</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <u>2/24/21</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: MONTAGE NORTH AMERICA, LLC 3 ADA PARKWAY, STE 100 IRVINE, CA 92618  9590 9402 1512 5362 2720 08		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1418			
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONTAGE LAGUNA BEACH, LLC
3 ADA PARKWAY, SUITE 100
IRVINE, CA 92618



9590 9402 1512 5362 2720 39

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1371

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X DA1853019

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/1/21

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt