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County of San Diego
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN DIEGO
11

12 LUIS DAVID ROBLES, as an aggrieved
employee pursuant to the Private Attorneys
13 General Act ("PAGA"), on behalf of the
State of California and other aggrieved
14 employees,

15 Plaintiff,

16 vs.

17 EVOLUTION HOSPITALITY, LLC, a
California limited liability company;
18 AIMBRIDGE HOSPITALITY, LLC, a
Delaware limited liability company;
19 EVOLUTION HOSPITALITY
EMPLOYEE SERVICES LLC, a Delaware
20 limited liability company; AIMBRIDGE
EMPLOYEE SERVICE CORP., a Texas
21 corporation; and DOES 1 through 10,
22 inclusive,

23 Defendants.
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Case No.: 37-2021-00022541-CU-OE-CTL

**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 Luis David Robles, as an aggrieved employee and on behalf of the State of
2 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 March 16, 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 or employed persons
3 within the County of San Diego, including Plaintiff, and have violated the requirements of the
4 California Labor Code and applicable Wage Order in this county which give rise to the
5 penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have
6 violated the requirements of the California Labor Code and the applicable Wage Order in at
7 least one location within the County of San Diego, including Defendants' Hilton San Diego
8 Mission Valley hotel location (901 Camino del Rio South, San Diego, California 92108).
9 Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery
10 of a penalty imposed by statute in the county in which the cause, or some part of the cause,
11 arose. Because Defendants have employees in San Diego County, and Plaintiff could bring an
12 action filed under PAGA in any county in which an aggrieved employee worked and Labor
13 Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior*
14 *Court of Alameda County*, 60 Cal.App.5th 1069 (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 Luis David Robles is a resident of San Diego, in San Diego County,
21 California. Defendants employed Plaintiff as an hourly paid, non-exempt Arrival Agent,
22 Security Attendant, Bell Attendant, and Safety & Security Officer from approximately
23 October 8, 2009, to March 21, 2020. Plaintiff worked for Defendants at the Hilton San Diego
24 Mission Valley hotel located at 901 Camino del Rio South in San Diego, California. During
25 his employment, Plaintiff typically worked eight (8) hours or more per day, five (5) days per
26 week. At the time his employment ended, Plaintiff earned approximately \$16.34 per hour.
27 His job duties included, without limitation, monitoring guests and the hotel premises, valeting
28 guest vehicles, and assisting with bellperson duties.

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 employees with a Mutual Arbitration
6 Agreement ("Arbitration Agreement"), which had to be reviewed and signed immediately.
7 Also, employees did not have a meaningful opportunity to negotiate the terms of the
8 Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on
9 a take-it or leave-it basis. Further, Defendants did not set forth in the agreement or otherwise
10 provide employees with the rules which will govern the arbitration, instead forcing employees
11 to seek this information out on their own ("[T]he arbitrator selected by the parties shall
12 administer the arbitration according to the Employment Arbitration Rules (or successor rules)
13 of JAMS, formerly known as the Judicial Arbitration and Mediation Service, Inc., as amended
14 herein, and Federal Rule of Civil Procedure 68 ('Offer of Judgment'), which can be requested
15 from the Company or found at www.jamsadr.com (English and Spanish versions) and
16 http://www.law.cornell.edu/rules/frcp/rule_68, respectively, or requested from the
17 Company").

18 8. EVOLUTION HOSPITALITY, LLC was and is, upon information and belief, a
19 California limited liability company, and at all times hereinafter mentioned, an employer
20 whose employees are engaged throughout this county and the State of California.

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

24 10. EVOLUTION HOSPITALITY EMPLOYEE SERVICES, LLC was and is,
25 upon information and belief, a Delaware limited liability company, and at all times hereinafter
26 mentioned, an employer whose employees are engaged throughout this county and the State of
27 California.

28 11. AIMBRIDGE EMPLOYEE SERVICE CORP. was and is, upon information

1 and belief, a Texas corporation, and at all times hereinafter mentioned, an employer whose
2 employees are engaged throughout this county and the State of California.

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

7 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
8 were the partners, agents, owners, or managers of EVOLUTION HOSPITALITY, LLC;
9 AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY EMPLOYEE
10 SERVICES, LLC; and/or AIMBRIDGE EMPLOYEE SERVICE CORP. at all relevant times.

11 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein was performed by, or is attributable to, EVOLUTION
13 HOSPITALITY, LLC; AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY
14 EMPLOYEE SERVICES, LLC; AIMBRIDGE EMPLOYEE SERVICE CORP.; and/or DOES
15 1 through 10 (collectively, "Defendants" or "EVO"), each acting as the agent, employee, alter
16 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
17 was acting within the course and scope of such agency, employment, joint venture, or
18 concerted activity with legal authority to act on the others' behalf. The acts of any and all
19 Defendants were in accordance with, and represent, the official policy of Defendants.

20 15. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 16. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 17. Under California law, Defendants are jointly and severally liable as employers
28 for the violations alleged herein because they have each exercised sufficient control over the

1 wages, hours, working conditions, and employment status of Plaintiff and other non-party
2 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
3 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
4 of employment, determined their rate of pay, and maintained their employment records.
5 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
6 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
7 common-law employment relationship. As joint employers of Plaintiff and other non-party
8 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
9 available to Plaintiff and other non-party Aggrieved Employees under the law.

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

- 13 (a) jointly exercised meaningful control over the work performed by
14 Plaintiff and other non-party Aggrieved Employees;
- 15 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
16 Aggrieved Employees’ wages, hours, and working conditions, including
17 the quantity, quality standards, speed, scheduling, and operative details
18 of the tasks performed by Plaintiff and other non-party Aggrieved
19 Employees;
- 20 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
21 perform work which is an integral part of Defendants’ businesses; and
- 22 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
23 Employees as a matter of economic reality in that Plaintiff and other
24 non-party Aggrieved Employees were dependent on Defendants, who
25 shared the power to set the wages of Plaintiff and other non-party
26 Aggrieved Employees and determined their working conditions, and
27 who jointly reaped the benefits from the underpayment of their wages
28 and noncompliance with other statutory provisions governing their

1 employment.

2 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
3 there has existed a unity of interest and ownership between Defendants such that any
4 individuality and separateness between the entities has ceased.

5 20. EVOLUTION HOSPITALITY, LLC; AIMBRIDGE HOSPITALITY, LLC;
6 EVOLUTION HOSPITALITY EMPLOYEE SERVICES, LLC; AIMBRIDGE EMPLOYEE
7 SERVICE CORP.; and DOES 1 through 10 are therefore alter egos of each other.

8 21. Adherence to the fiction of the separate existence of Defendants would permit
9 an abuse of the corporate privilege and would promote injustice by protecting Defendants
10 from liability for the wrongful acts committed by them under the name EVO.

11 22. Plaintiff further alleges, upon information and belief, that Defendants
12 EVOLUTION HOSPITALITY, LLC; AIMBRIDGE HOSPITALITY, LLC; EVOLUTION
13 HOSPITALITY EMPLOYEE SERVICES, LLC; and AIMBRIDGE EMPLOYEE SERVICE
14 CORP. are alter egos of each other for the following reasons:

- 15 (a) According to EVOLUTION HOSPITALITY, LLC's and AIMBRIDGE
16 HOSPITALITY, LLC's respective websites¹, Evolution Hospitality
17 became a wholly-owned subsidiary of Aimbridge Hospitality in 2015;
- 18 (b) According to Defendants' most recent "Statement of Information" forms
19 filed with the California Secretary of State, EVOLUTION
20 HOSPITALITY, LLC; AIMBRIDGE HOSPITALITY, LLC;
21 EVOLUTION HOSPITALITY EMPLOYEE SERVICES, LLC; and
22 AIMBRIDGE EMPLOYEE SERVICE CORP. share the same
23 managers, members, and/or officers including, but not limited to:
- 24 i. Greg[ory] Moundas, who serves as a manager and/or
25 member of EVOLUTION HOSPITALITY, LLC and
26

27 ¹ See "About Us | Evolution Hospitality," available at
28 <http://www.evolutionhospitality.com/about.php> and "History & Milestones – Aimbridge
Hospitality | Aimbridge Hospitality" [https://www.aimbridgehospitality.com/history-and-](https://www.aimbridgehospitality.com/history-and-milestones/)
milestones/ (last visited May 13, 2021).

1 EVOLUTION HOSPITALITY EMPLOYEE SERVICES,
2 LLC, and as Secretary for AIMBRIDGE EMPLOYEE
3 SERVICE CORP.; and

4 ii. Elle Khoury, who serves as a manager and/or member of
5 EVOLUTION HOSPITALITY, LLC, and as Chief Executive
6 Officer for AIMBRIDGE EMPLOYEE SERVICE CORP.;

7 (c) On the California Secretary of State's website
8 (<https://businesssearch.sos.ca.gov/>), AIMBRIDGE HOSPITALITY,
9 LLC and AIMBRIDGE EMPLOYEE SERVICE CORP. share the same
10 entity and mailing address, "5851 Legacy Circle, Suite 400, Plano, TX
11 75024;"

12 (d) On information and belief, EVOLUTION HOSPITALITY, LLC;
13 AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY
14 EMPLOYEE SERVICES, LLC; and AIMBRIDGE EMPLOYEE
15 SERVICE CORP. share the same agent for service of process, C T
16 CORPORATION SYSTEM (C0168406); and

17 (e) On information and belief, EVOLUTION HOSPITALITY, LLC;
18 AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY
19 EMPLOYEE SERVICES, LLC; and AIMBRIDGE EMPLOYEE
20 SERVICE CORP. utilize the same standardized employment forms and
21 issue the same employment policies.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 23. Defendants provide hotel and resort management services in major
24 metropolitan markets across the United States. Upon information and belief, Defendants
25 maintain a single, centralized Human Resources ("HR") department at their company
26 headquarters in San Clemente, California, or Plano, Texas, which is responsible for the
27 recruiting and hiring of new employees, and communicating and implementing Defendants'
28 company-wide policies, including timekeeping policies and meal and rest period policies, to

1 employees throughout California.

2 24. In particular, Plaintiff and other non-party Aggrieved Employees, on
3 information and belief, received the same standardized documents and/or written policies.
4 Upon information and belief, the usage of standardized documents and/or written policies,
5 including new-hire documents, indicate that Defendants dictated policies at the corporate level
6 and implemented them company-wide, regardless of their employees' assigned locations or
7 positions. Upon information and belief, Defendants set forth uniform policies and procedures
8 in several documents provided at an employee's time of hire.

9 25. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their company headquarters in San Clemente, California, or Plano, Texas,
11 which processes payroll for all non-exempt, hourly paid employees working for Defendants at
12 their various locations and jobsites in California, including Plaintiff and other non-party
13 Aggrieved Employees. Based upon information and belief, Defendants issue the same
14 formatted wage statements to all non-exempt, hourly paid employees in California,
15 irrespective of their work locations. Upon information and belief, Defendants process payroll
16 for departing employees in the same manner throughout the State of California, regardless of
17 the manner in which each employee's employment ends.

18 26. Defendants continue to employ non-exempt or hourly paid employees in
19 California.

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

24 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
25 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
26 were not recorded.

27 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive certain wages for overtime compensation and that they were not receiving certain
2 wages for overtime compensation.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that other non-party Aggrieved Employees were entitled to be paid at a
5 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
6 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
7 compensation.

8 31. 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 receive at least minimum wages for compensation and that they were not receiving at least
11 minimum wages for work that was required to be done off-the-clock. In violation of the
12 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
13 least minimum wages for work done off-the-clock.

14 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
17 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
18 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
19 other non-party Aggrieved Employees were not provided with all meal periods or payment of
20 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
21 uninterrupted, thirty (30) minute meal period.

22 33. 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 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
25 payment of one (1) additional hour of pay at their regular rates of pay when they were not
26 authorized and permitted to take a compliant rest period. In violation of the California Labor
27 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
28 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party

1 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
2 pay when they were not authorized and permitted to take a compliant rest period.

3 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive complete and accurate wage statements in accordance with California law. In
6 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
7 were not provided complete and accurate wage statements.

8 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that they had a duty to maintain accurate and complete payroll records in
10 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
11 knowingly, and intentionally failed to do so.

12 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 timely payment of wages during their employment. In violation of the California Labor Code,
15 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
16 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
17 premiums, within permissible time periods.

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

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

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

1 should have known that other non-party Aggrieved Employees were entitled to suitable
2 seating and/or were entitled to sit when it did not interfere with the performance of their
3 duties, but willfully, knowingly, and intentionally failed to provide suitable seating.

4 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive reimbursement for all business-related expenses and costs they incurred during the
7 course and scope of their employment and that they did not receive reimbursement of
8 applicable business-related expenses and costs incurred.

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

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

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

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

27 45. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
28 employee, including Plaintiff, may pursue a civil action arising under PAGA after the

1 following requirements have been met:

- 2 (a) The aggrieved employee shall give written notice by online filing
3 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
4 to the employer of the specific provisions of the California Labor Code
5 alleged to have been violated, including the facts and theories to support
6 the alleged violations.
- 7 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
8 2699.3(a) and any employer response to that notice shall be
9 accompanied by a filing fee of seventy-five dollars (\$75).
- 10 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
11 employer and the aggrieved employee by certified mail that it does not
12 intend to investigate the alleged violation within sixty (60) calendar
13 days of the postmark date of the Employee’s Notice. Upon receipt of
14 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
15 five (65) calendar days of the postmark date of the Employee’s Notice,
16 the aggrieved employee may commence a civil action pursuant to
17 California Labor Code section 2699 to recover civil penalties in addition
18 to any other penalties to which the employee may be entitled.

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

- 23 (a) The aggrieved employee or representative shall give written notice by
24 online filing to the LWDA and by certified mail to the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated (other than those listed in Section 2699.5), including the facts
27 and theories to support the alleged violation.
- 28 (b) An aggrieved employee’s notice filed with the LWDA pursuant to

2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

47. On March 16, 2021, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-826001-21. On April 9, 2021, Plaintiff sent an amended written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, supplementing and clarifying the facts and theories to support the alleged violations set forth in her original LWDA notice, in accordance with California Labor Code section 2699.3. True and correct copies of Plaintiff's written notices to the LWDA and Defendants dated March 16, 2021, and April 9, 2021 are attached hereto as "Exhibit 1."

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

49. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants 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, 1198, and 2802.

50. 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 “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

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

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

53. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all

1 other non-party Aggrieved Employees, and the State of California against Defendants for
2 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
3 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

4 **FIRST CAUSE OF ACTION**

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

6 **(Against all Defendants)**

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

9 55. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
11 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,
12 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section
13 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
14 violations of those Labor Code sections not found in section 2699.5, including sections 516
15 and 1182.12.

16 56. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
19 Wage Order for Defendants’ failure to compensate Plaintiff and other
20 non-party Aggrieved Employees with all required overtime pay and
21 failure to properly calculate the overtime rates paid to other non-party
22 Aggrieved Employees, as set forth below;
- 23 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
24 applicable IWC Wage Order for Defendants’ failure to compensate
25 Plaintiff and other non-party Aggrieved Employees with at least
26 minimum wages for all hours worked as set forth below;
- 27 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
28 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff

1 and other non-party Aggrieved Employees with meal periods, as set
2 forth below;

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

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

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

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

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

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

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

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

27 //

28 //

1 **FAILURE TO PAY OVERTIME**

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

3 57. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

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

12 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in
16 a day or more than forty (40) hours in a workweek.

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

22 61. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
25 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
26 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
27 in a day on the seventh (7th) day of work.

28 62. During the relevant time period, Defendants willfully failed to pay all overtime

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

6 63. First, during the relevant time period, Defendants had a company-wide policy
7 and/or practice of understaffing their hotel locations, which, coupled with hotel guest demands
8 and heavy workloads, resulted in a failure to provide Plaintiff and other non-party Aggrieved
9 Employees with adequate meal period coverage. Also, Defendants has systematically, and on
10 a company-wide basis, understaffed their locations by adopting a single-staffing model for
11 some positions, thereby failing to provide adequate meal period coverage to permit those
12 employees to take compliant meal periods. Moreover, Defendants had a practice of failing to
13 schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
14 Employees to not be relieved of their duties for compliant meal periods. Plaintiff and/or other
15 non-party Aggrieved Employees worked through meal periods or had their meal periods
16 interrupted because there were not enough employees on duty to handle the workload and
17 attend to hotel guests, especially during peak hotel seasons. In addition, upon information and
18 belief, due to limited timeclock availability at some of Defendants' hotels and resultant
19 overcrowding, other non-party Aggrieved Employees were sometimes required to cut their
20 meal periods short because they had to wait in long lines to clock back in from their meal
21 periods. Thus, other non-party Aggrieved Employees were subject to Defendants' control
22 while they waited to clock back in during their unpaid meal periods. As a result, Plaintiff
23 and/or other non-party Aggrieved Employees were not afforded thirty (30) minute meal
24 periods during shifts in which they were entitled to receive meal periods and were not paid for
25 the time they spent working during meal periods. Defendants knew or should have known
26 that Plaintiff and/or other non-party Aggrieved Employees were being made to work during
27 unpaid meal periods but failed to compensate them for this off-the-clock work.

28 64. Second, in conjunction with Defendants' policy of understaffing their locations,

1 Defendants had, and continue to have, a company-wide policy and/or practice of requiring
2 employees to complete work-related duties while off-the-clock, such as performing security
3 and valet tasks, and responding to communications from their personal cellular phones. For
4 example, during peak seasons, Plaintiff was required to assist coworkers as soon as he arrived
5 on the work premises and before he had a chance to clock in for his scheduled shifts. As a
6 further example, Plaintiff was also required to perform work-related tasks after he had clocked
7 out for his shifts, such as helping valet personnel locate guests' vehicle keys, which could take
8 5-30 minutes each instance. On several occasions, Plaintiff was required to spend 45 minutes
9 returning to the hotel (after he had clocked out) and assisting coworkers with locating guests'
10 keys. Moreover, Defendants required Plaintiff and other non-party Aggrieved Employees to
11 respond to calls on their personal cellular phones from Defendants' management at all times,
12 including during unpaid meal periods and outside of their scheduled shifts, but did not
13 compensate them for this time. For example, Plaintiff was expected to answer calls from
14 Defendants' management during meal periods and Plaintiff was required to respond to phone
15 calls from his supervisor after his scheduled shifts and on his off-days to discuss security
16 incidents that occurred during previous shifts, but was not compensated for this time worked.

17 65. Defendants knew or should have known that, as a result of these company-wide
18 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
19 their assigned duties while off-the-clock and during meal periods, and were suffered or
20 permitted to perform work for which they were not paid. Because Plaintiff and other non-
21 party Aggrieved Employees regularly worked shifts of eight (8) hours a day or more or forty
22 (40) hours a week or more, much of this off-the-clock work qualified for overtime premium
23 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
24 wages for all of the overtime hours they actually worked.

25 66. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
26 correct overtime rate for the recorded overtime hours that they generated. In addition to an
27 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
28 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the

1 California Labor Code, Defendants failed to incorporate all compensation, including, but not
2 limited to, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into
3 the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
4 Therefore, during times when other non-party Aggrieved Employees worked overtime and
5 received these other forms of pay, Defendants failed to pay all overtime wages by paying a
6 lower overtime rate than required.

7 67. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
8 the balance of overtime compensation as required by California law, violates the provisions of
9 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
10 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
11 558 and/or 2699(a), (f), and (g).

12 **FAILURE TO PAY MINIMUM WAGES**

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

14 68. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
15 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
16 to be paid to employees, and the payment of a wage less than the minimum so fixed is
17 unlawful. Compensable work time is defined in IWC Wage Order 5-2001 as "the time during
18 which an employee is subject to the control of an employer, and includes all the time the
19 employee is suffered or permitted to work, whether or not required to do so." Cal. Code.
20 Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

21 69. As stated above, due to Defendants' uniform practices of understaffing and/or
22 single-staffing, assignment of heavy workloads, failure to schedule meal periods,
23 overcrowding at time clocks, and subsequent lack of meal period coverage, Plaintiff and other
24 non-party Aggrieved Employees were forced to forego meal periods, have their meal periods
25 interrupted or shortened, and/or were otherwise not relieved of all duties during meal periods.
26 Moreover, Defendants' policies led to Plaintiff and other non-party Aggrieved Employees
27 performing work-related activities while clocked out, such as assisting coworkers with
28 locating guests' vehicle keys and responding to calls from management, work for which they

1 were not paid.

2 70. Furthermore, Defendants maintained and implemented a company-wide policy
3 of requiring employees to travel to a medical facility on their own time to undergo mandatory
4 drug testing and/or physical examinations. At all times, Defendants were in control of
5 scheduling the date and time for the testing and/or physical examinations, selecting the
6 provider or facility where the testing and/or physical examinations were to take place, and
7 determining the scope of the testing and/or physical examinations. Defendants gave other
8 non-party Aggrieved Employees strict instructions to obtain drug testing and/or physical
9 examinations, and other non-party Aggrieved Employees underwent the testing and/or
10 examinations for the sole benefit of Defendants. However, Defendants did not compensate
11 other non-party Aggrieved Employees for the time they spent traveling to and from the
12 medical facilities and undergoing the mandatory drug testing and/or physical examinations.

13 71. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
14 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
15 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
16 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
17 1194, 1197, and 1198.

18 72. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
19 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
20 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
21 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

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

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

27 74. At all relevant times herein set forth, California Labor Code section 512(a)
28 provides that an employer may not require, cause, or permit an employee to work for a period

1 of more than five (5) hours per day without providing the employee with a meal period of not
2 less than thirty (30) minutes, except that if the total work period per day of the employee is
3 not more than six (6) hours, the meal period may be waived by mutual consent of both the
4 employer and the employee. Under California law, first meal periods must start after no more
5 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

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

16 77. Under California law, an employer cannot evade meal period requirements via
17 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
18 *Sec. Assocs.*, 2011 U.S. Dist. LEXIS 156685 (C.D. Cal. Jan. 11, 2011).

19 78. As stated, Defendants had, and continue to have, company-wide policies and/or
20 practices of single-staffing and understaffing their locations, assigning heavy workloads, and
21 failing to schedule meal periods, which has resulted in a failure to provide Plaintiff and other
22 non-party Aggrieved Employees with adequate meal period coverage and prevented Plaintiff
23 and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods
24 to which they were entitled. For example, approximately twice per month, Plaintiff was
25 required to take his meal periods late after having worked in excess of five (5) hours or more
26 into his shift, in order to attend to guests because he was the only security or valet attendant
27 staffed on overnight shifts. Additionally, as stated, Defendants had a policy and/or practice of
28 requiring that Plaintiff and other non-party Aggrieved Employees respond to phone calls from

1 Defendants' management at all times, including during meal periods. Moreover, as stated
2 above, due to limited timeclock availability and resultant overcrowding, other non-party
3 Aggrieved Employees were sometimes required to cut their meal periods short because they
4 had to wait in long lines to clock back in from their meal periods.

5 79. To the extent Defendants required their employees to sign written "on-duty"
6 meal period agreements, such agreements were invalid under California law. Defendants'
7 "on-duty" meal period policy results from their own staffing and business decisions, not
8 because the nature of the work performed by Plaintiff and other non-party Aggrieved
9 Employees required a single-employee staffing model. At those times, there were multiple
10 employees employed by Defendants at their hotels that could have been scheduled to provide
11 meal period coverage. As Defendants' hotels are located in well-populated cities and towns,
12 Defendants' hotels were not located in some remote area. Further, the work of Defendants'
13 employees is not of the kind that could be said to meet the "nature of the work" exception.
14 Plaintiff and other non-party Aggrieved Employees were responsible for valeting guests'
15 vehicles, assisting with bellperson duties, or monitoring the premises. None of these tasks is
16 akin to the kind that the California Division of Labor Standards Enforcement ("DLSE") has
17 found warrant an "on-duty" meal period, such as transporting hazardous materials via vehicles
18 that must be monitored at all times pursuant to federal regulation. Therefore, Defendants' use
19 of an "on-duty" meal period is improper and unlawful. Because of Defendants' company-
20 wide written "on-duty" meal period policy, Plaintiff and other non-party Aggrieved
21 Employees did not receive all required off-duty meal periods and did not receive premium pay
22 for all missed, late, or interrupted meal periods.

23 80. In addition, Defendants did not provide other non-party Aggrieved Employees
24 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
25 one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
26 waivers on days that they were entitled to meal periods and were not relieved of all duties.

27 81. Moreover, Defendants had a company-wide policy of requiring all employees
28 to sign blanket meal period waivers. Defendants took the position that non-exempt, hourly

1 paid employees working six (6) hour shifts had waived their rights to take a 30-minute meal
2 period on these particular shifts, for the entirety of their employment and, on that basis, did
3 not provide them with all meal periods to which they were entitled. Defendants' company-
4 wide use of blanket meal period waivers discouraged and impeded Plaintiff and other non-
5 party Aggrieved Employees from taking all meal periods to which they were entitled.

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

11 83. Furthermore, Defendants engaged in a company-wide practice and/or policy of
12 not paying all meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
14 have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to
15 the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
16 missed, late, and interrupted meal periods, Defendants did not pay non-party Aggrieved
17 Employees the correct rate for premiums because Defendants systematically failed to include
18 all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other
19 forms of remuneration in the regular rate of pay.

20 84. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
21 Employees compliant meal periods and failed to pay the full meal period premiums due.
22 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
23 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
24 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
25 2699(a), (f), and (g).

26 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

27 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

28 85. At all relevant times herein set forth, the applicable IWC Wage Order and

1 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
2 non-party Aggrieved Employees' employment by Defendants.

3 86. At all relevant times, the applicable IWC Wage Order provides that "[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period" and that the "rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours or major fraction thereof" unless the total daily work time is less than three and one-half
8 (3 ½) hours.

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

17 88. Pursuant to the applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
19 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
20 required rest period was not authorized and permitted.

21 89. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
23 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
24 Defendants' policies and/or practices of understaffing and/or single-staffing while assigning
25 heavy workloads prevented Plaintiff and other non-party Aggrieved Employees from being
26 relieved of all duty in order to take compliant rest periods. Defendants also failed to schedule
27 rest periods, which, coupled with Defendants' failure to provide adequate rest period
28 coverage, further led to Plaintiff and other non-party Aggrieved Employees not being

1 authorized and permitted to take rest periods. Moreover, as stated, Defendants had a policy
2 and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees respond
3 to calls from management to their cellular phones at all times, including during rest periods.

4 90. Furthermore, during the relevant time period, Defendants maintained and
5 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
6 and non-party Aggrieved Employees remain on the work premises during their rest periods.
7 Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the
8 premises during rest periods, they were denied the ability to use rest periods freely for their
9 own purposes, such as running personal errands. Thus, Defendants effectively maintained
10 control over Plaintiff and non-party Aggrieved Employees during rest periods, and, as a result
11 of this rest period policy, Defendants did not relinquish control over Plaintiff and other
12 non-party Aggrieved Employees during rest periods.

13 91. As a result of Defendants' practices and policies, Plaintiff and other non-party
14 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
15 excess of 10 hours without being permitted and authorized to take all ten (10) minute rest
16 periods to which they were entitled. For example, Plaintiff would have his rest periods
17 interrupted twice per week and miss his rest periods entirely at least three (3) times per week
18 due to the lack of rest period coverage.

19 92. Defendants also have engaged in a company-wide practice and/or policy of not
20 paying rest period premiums owed when compliant rest periods are not authorized and
21 permitted. Alternatively, to the extent that Defendants did pay other non-party Aggrieved
22 Employees one (1) additional hour of premium pay for missed rest periods, Defendants did
23 not pay other non-party Aggrieved Employees at the correct rate of pay for premiums because
24 Defendants failed to include all forms of compensation, such as incentive pay, and/or
25 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

26 93. Defendants' conduct violates the applicable IWC Wage Order and California
27 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
28 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections

1 558 and/or 2699(a), (f), and (g).

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

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

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

17 96. Because Defendants did not record the time Plaintiff and other non-party
18 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
19 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
20 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
21 Defendants failed to accurately list the total number of hours worked by Plaintiff and other
22 non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the
23 applicable hourly rates of pay in effect during the pay period and the corresponding accurate
24 number of hours worked at each hourly rate, in violation of section 226(a)(9).

25 97. Also, because Defendants did not calculate other non-party Aggrieved
26 Employees' regular rate of pay correctly for purposes of paying overtime, Defendants did not
27 list the correct amount of gross wages in compliance with section 226(a)(1). For the same
28 reason, Defendants also failed to list the correct amount of net wages in violation of section

1 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during
2 the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

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

11 99. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or
17 establishments. . . .” Defendants willfully failed to maintain accurate payroll records for
18 Plaintiff and other non-party Aggrieved Employees showing the daily hours they worked and
19 the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

20 100. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period and meal period. During the relevant time
27 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
28 and meal period start and end times for Plaintiff and other non-party Aggrieved Employees, in

1 violation of section 1198. Furthermore, in light of Defendants' failure to provide other non-
2 party Aggrieved Employees with second 30-minute meal periods to which they were entitled,
3 Defendants kept no records of meal start and end times for second meal periods.

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

7 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

8 **VIOLATION OF LABOR CODE SECTION 204**

9 102. At all relevant times herein set forth, California Labor Code section 204
10 requires that all wages earned by any person in any employment between the 1st and the 15th
11 days, inclusive, of any calendar month, other than those wages due upon termination of an
12 employee, are due and payable between the 16th and the 26th day of the month during which
13 the labor was performed. Labor Code section 204 further provides that all wages earned by
14 any person in any employment between the 16th and the last day, inclusive, of any calendar
15 month, other than those wages due upon termination of an employee, are due and payable
16 between the 1st and the 10th day of the following month.

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

23 104. During the relevant time period, Defendants willfully failed to pay Plaintiff and
24 other non-party Aggrieved Employees all wages due to them within any time period specified
25 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
26 wages, and/or meal and rest period premiums, within any time period specified by California
27 Labor Code section 204.

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

1 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

2 **FAILURE TO PAY WAGES UPON TERMINATION**

3 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

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

16 108. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
17 who are no longer employed by Defendants their wages earned and unpaid at the time of
18 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
19 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
20 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
21 2699(a), (f), and (g).

22 **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATIONS**

23 **VIOLATION OF LABOR CODE SECTION 222.5**

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

27 110. During the relevant time period, Defendants implemented, on a company-wide
28 basis, an employer-imposed requirement that other non-party Aggrieved Employees undergo

1 mandatory drug tests and/or physical examinations, but required them to do so at their own
2 expense. As stated, Defendants had a company-wide policy requiring that other non-party
3 Aggrieved Employees travel to a specified medical facility on their own time and use their
4 own means of transportation to undergo drug testing and/or physical examinations. At all
5 times, Defendants were in control of scheduling the date and time for the drug testing and/or
6 physical examinations, selecting the provider/facility where the drug testing and/or physical
7 examinations were to take place, and determining the scope of the drug test and/or physical
8 examinations.

9 111. However, Defendants did not compensate other non-party Aggrieved
10 Employees for the time they spent traveling to and from their drug tests and/or physical
11 examinations, or for the time they spent undergoing the drug testing and/or examinations, or
12 reimburse them for the travel expenses they incurred getting to and from the medical facilities.
13 Defendants' policy and/or practice of not paying for all costs other non-party Aggrieved
14 Employees incurred obtaining mandatory drug tests and/or physical examinations is in
15 violation of California Labor Code section 222.5.

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

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

21 113. At all relevant times herein, California Labor Code section 1198 makes it
22 illegal to employ an employee under conditions of labor that are prohibited by the applicable
23 IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard
24 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
25 employees. The employment of any employee . . . under conditions of labor prohibited by the
26 order is unlawful.”

27 114. California Code of Regulations, Title 8, section 11050(14)(A) provides that
28 “[a]ll working employees shall be provided with suitable seats when the nature of the work

1 reasonably permits the use of seats.”

2 115. Defendants’ California hotels’ front desk, registration desk, and concierge desk
3 areas are generally similar in their layout and design and there was, and continues to be, space
4 behind the front desk, registration desk, and concierge desk areas to allow for the presence
5 and use of a seat or stool by other non-party Aggrieved Employees (with reasonable or no
6 modification to these work areas) during the performance of their work duties. Defendants
7 could provide other non-party Aggrieved Employees with a seat or stool at the front desks,
8 registration desks, and concierge desks, but instead deny employees seating and force other
9 non-party Aggrieved Employees to stand throughout the day.

10 116. Other non-party Aggrieved Employees spent a substantial portion of their day
11 behind or at the front desks, registration desks, and concierge desks. The nature of the work
12 of an employee performing front desk, registration desk, and concierge duties can reasonably
13 be accomplished from a seated position. However, as set forth herein, Defendants
14 systematically, and on a company-wide basis, do not provide seats or stools at or near front
15 desks, registration desks, and concierge desks, forcing other non-party Aggrieved Employees
16 to stand throughout their work shifts.

17 117. Defendants violated California Labor Code section 1198 and California Code
18 of Regulations, Title 8, section 11050(14)(A) because other non-party Aggrieved Employees
19 were not allowed to sit, even when it would not have interfered with the performance of their
20 duties, nor were they provided with suitable seats. Defendants’ management did not inform
21 other non-party Aggrieved Employees that they were allowed to sit down, provide any means
22 for them to sit down, or mention any policy regarding sitting.

23 118. As a result of Defendants’ company-wide policy and/or practice of prohibiting
24 employees from sitting during their shifts and company-wide failure to provide suitable
25 seating, other non-party Aggrieved Employees were forced to stand during shifts and denied
26 seats. Defendants’ failure to provide suitable seating to other non-party Aggrieved Employees
27 violates California Labor Code section 1198 and IWC Wage Order 5-2001, subdivision 14(A).

28 119. Other non-party Aggrieved Employees are therefore entitled to recover civil

1 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**

4 120. 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."

14 121. First, during the relevant time period, Defendants had a company-wide policy
15 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
16 cellular phones and cellular data to carry out their job duties, but Defendants failed to
17 reimburse them for the costs of their work-related cellular phone expenses. Plaintiff and other
18 non-party Aggrieved Employees were required to use their personal cellular phones to
19 complete their work-related duties, such as answering calls from management regarding work-
20 related matters. For example, as stated, Defendants required Plaintiff to respond to calls from
21 his supervisor on his personal cellular phone to discuss security incidents and to assist
22 coworkers with locating guests' vehicle keys. Plaintiff could spend up to 20 minutes per day
23 on his cellular phone for these work-related discussions. Although Defendants required
24 Plaintiff and other non-party Aggrieved Employees to utilize their personal cellular phones to
25 address work-related responsibilities, Defendants failed to reimburse them for their cellular
26 phone expenses.

27 122. Second, during the relevant time period, Defendants had a company-wide
28 policy of requiring other non-party Aggrieved Employees to travel to medical facilities on

1 their own time and using their personal vehicles to obtain mandatory drug testing and/or
2 physical examinations, but did not reimburse them for their travel expenses, including
3 mileage. At all times, Defendants were in control of scheduling the date and time for the
4 testing and/or physical examinations, selecting the provider or facility where the testing and/or
5 physical examinations were to take place, and determining the scope of the testing and/or
6 physical examinations. Defendants gave other non-party Aggrieved Employees strict
7 instructions to obtain drug testing and/or physical examinations, and other non-party
8 Aggrieved Employees underwent the testing and/or physical examinations for the sole benefit
9 of Defendants. Although Defendants required other non-party Aggrieved Employees to use
10 their own vehicles or obtain alternate transportation to undergo drug testing and/or physical
11 examinations, Defendants never reimbursed them for their travel expenses.

12 123. Third, Defendants, on a company-wide basis, required other non-party
13 Aggrieved Employees to obtain and pay for certain licenses, such as the Security Guard
14 License issued by the California Bureau of Security and Investigative Services (BSIS), also
15 known as a “guard card,” that were required for their continued employment. Defendants had
16 a uniform policy of requiring employees to maintain an active license, but did not reimburse
17 them for the costs of renewing the license.

18 124. Fourth, during the relevant time period, Defendants, on a company-wide basis,
19 forced other non-party Aggrieved Employees to purchase their own supplies, such as lighters,
20 bottle openers, and wine keys, in order to complete their work-related duties. Although
21 Defendants required other non-party Aggrieved Employees to purchase and use their own
22 supplies on the job, Defendants did not reimburse them for these expenses.

23 125. Defendants could have provided Plaintiff and other non-party Aggrieved
24 Employees with the actual tools for use on the job, such as company phones, company
25 vehicles, and supplies. Or Defendants could have reimbursed employees for the costs of their
26 travel, mileage, cellular phone expenses, supplies, and license fees. Instead, Defendants
27 passed these operating costs off onto Plaintiff other non-party Aggrieved Employees. At all
28 relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

126. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and other non-party Aggrieved Employees for necessary business-related expenses and costs. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

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

As to the First Cause of Action

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

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,

1 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and
2 2802;

3 4. For attorneys' fees and costs pursuant to California Labor Code section
4 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
5 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
6 1182.12, 1194, 1197, 1198, and 2802;

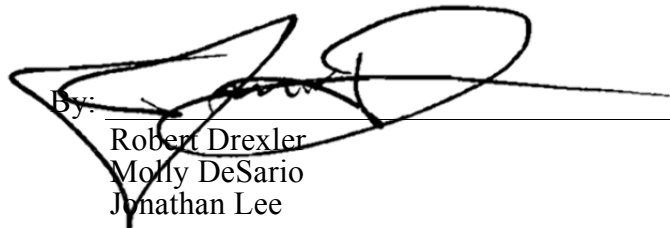
7 5. For pre-judgment and post-judgment interest as provided by law; and

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

10
11 Dated: May 21, 2021

Respectfully submitted,

Capstone Law APC

13
14 By: 
15 Robert Drexler
16 Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Luis David Robles

Exhibit 1



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

March 16, 2021

VIA ONLINE SUBMISSION

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

Subject: *Luis David Robles v. Evolution Hospitality, LLC, et al.*

Dear PAGA Administrator:

This office represents Luis David Robles in connection with his claims under the California Labor Code. Mr. Robles was an employee of EVOLUTION HOSPITALITY, LLC; AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY EMPLOYEE SERVICES LLC; and/or AIMBRIDGE EMPLOYEE SERVICE CORP. For the purpose of this letter, Mr. Robles collectively refers to these entities as "EVO."

The employers may be contacted directly at the addresses below:

EVOLUTION HOSPITALITY, LLC
1211 PUERTA DEL SOL #170
SAN CLEMENTE CA 92673

EVOLUTION HOSPITALITY
EMPLOYEE SERVICES LLC
5501 HEADQUARTERS SUIT 300
PLANO TX 75024

AIMBRIDGE HOSPITALITY, LLC
5851 LEGACY CIRCLE SUITE 400
PLANO TX 75024

AIMBRIDGE EMPLOYEE SERVICE CORP.
5851 LEGACY CIRCLE, SUITE 400
PLANO TX 75024

Mr. Robles 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. Robles seeks relief on behalf of himself, the State of California, and other persons who are or were employed by EVO in California as a non-exempt, hourly paid employee 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.

EVO employed Mr. Robles as a non-exempt, hourly paid employee from October 8, 2009, to March 21, 2020. Mr. Robles worked for EVO as an Arrival Agent, Security Attendant, Bell Attendant, and

Safety & Security Officer at the Hilton San Diego Mission Valley hotel located at 901 Camino del Rio South in San Diego, California. He typically worked eight (8) hours or more per day and five (5) days per week. At the time his employment ended, Mr. Robles was compensated approximately \$16.34 per hour. His job duties included, without limitation, monitoring guests and the hotel premises, valeting guest vehicles, and assisting with bellperson duties.

EVO has committed one or more of the following Labor Code violations against Mr. Robles, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

EVO’s Company-Wide and Uniform Payroll and HR Practices

EVOLUTION HOSPITALITY, LLC is a California limited liability company, while AIMBRIDGE HOSPITALITY, LLC and EVOLUTION HOSPITALITY EMPLOYEE SERVICES LLC are Delaware limited liability companies. EVO provides hotel and resort management services in major metropolitan markets across the United States. Upon information and belief, EVO maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Clemente, California, for all non-exempt, hourly paid employees working for EVO in California, including Mr. Robles and other aggrieved employees. At all relevant times, EVO issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Robles and other aggrieved employees, regardless of their location or position.

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

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

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

¹ These facts, theories, and claims are based on Mr. Robles’s experience and counsel’s review of those records currently available relating to Mr. Robles’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. Robles 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.

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

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

First, during the relevant time period, EVO had a company-wide policy and/or practice of understaffing its hotel locations, which, coupled with hotel guest demands and heavy workloads, resulted in a failure to provide Mr. Robles and other aggrieved employees with adequate meal period coverage. Also, EVO has systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. Moreover, EVO had a practice of failing to schedule meal periods, which further caused Mr. Robles and other aggrieved employees to not be relieved of their duties for compliant meal periods. Mr. Robles and/or other aggrieved employees worked through meal periods or had their meal periods interrupted because there were not enough employees on duty to handle the workload and attend to hotel guests, especially during peak hotel seasons. As a result, Mr. Robles and/or other aggrieved employees were not afforded thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods and were not paid for the time they spent working during meal periods. EVO knew or should have known that Mr. Robles and/or other aggrieved employees were being made to work during unpaid meal periods but failed to compensate them for this off-the-clock work.

Second, in conjunction with its policy of understaffing its locations, EVO had, and continues to have, a company-wide policy and/or practice of requiring employees to complete work-related duties while off-the-clock, such as performing security and valet tasks, and responding to communications from their personal cellular phones. For example, during peak seasons, Mr. Robles was required to assist coworkers as soon as he arrived on the work premises and before he had a chance to clock in for his scheduled shifts. As a further example, Mr. Robles was also required to perform work tasks after he clocked out for his shifts, such as helping valet personnel locate guests' vehicle keys, which could take 5-30 minutes each instance. On several occasions, Mr. Robles was required to spend 45 minutes to return to the hotel (after he had clocked out) and assist coworkers with locating guests' keys. Moreover, EVO required Mr. Robles and other aggrieved employees to respond to calls on their personal cellular phones from EVO's management during unpaid meal periods and outside of their scheduled shifts, but did not compensate them for this time. For example, Mr. Robles and other aggrieved employees were expected to answer calls to their cellular phones from EVO's management at all times, including during their meal periods. As another example, Mr. Robles was required to answer phone calls from his supervisor after his scheduled shifts and on his off-days to discuss security incidents that occurred during previous shifts, but was not compensated for this time worked.

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

Furthermore, EVO did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, EVO paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, EVO failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, EVO failed to pay all overtime wages by paying a lower overtime rate than required.

EVO's failure to pay Mr. Robles 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. Robles 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 stated above, due to EVO's uniform practices of understaffing and/or single-staffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Robles and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, EVO's policies led to Ms. Robles and other aggrieved employees performing work-related activities while clocked out, such as assisting coworkers with locating guests' vehicle keys and responding to calls from management, work for which they were not paid.

Moreover, EVO maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time to undergo mandatory drug testing and/or physical examinations. At all times, EVO 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. EVO 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 EVO. However, EVO did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, EVO did not pay minimum wages for all hours worked by Mr. Robles and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, EVO did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, EVO regularly failed to pay at least minimum wages to Mr. Robles 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. Robles 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, and 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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 2011 U.S. Dist. LEXIS 156685 (C.D. Cal. Jan. 11, 2011).

As stated, EVO had, and continues to have, company-wide policies and/or practices of single-staffing and understaffing its locations, assigning heavy workloads, and failing to schedule meal periods, which has resulted in a failure to provide Mr. Robles and other aggrieved employees with adequate meal period coverage and prevented Mr. Robles and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, approximately twice per month, Mr. Robles was required to take his meal periods late after having worked in excess of five (5) hours or more into his shift, in order to attend to guests because he was the only security or valet attendant staffed on overnight shifts. Additionally, as stated, EVO had, and continues to have, a policy and/or practice of requiring that Mr. Robles and other aggrieved employees respond to phone calls from EVO's management at all times, including during meal periods.

To the extent EVO required its employees to sign written "on-duty" meal period agreements, such agreements were invalid under California law. EVO's "on-duty" meal period policy results from its own staffing and business decisions, not because the nature of the work performed by Mr. Robles and other aggrieved employees required a single-employee staffing model. At those times, there were multiple employees employed by EVO at its hotels that could have been scheduled to provide meal period coverage. As EVO's hotels are located in well-populated cities and towns, EVO's hotels were not located in some remote area. Further, the work of EVO's employees is not of the kind that could be said to meet the "nature of the work" exception. Mr. Robles and other aggrieved employees were responsible for valeting guests' vehicles, assisting with bellperson duties, or monitoring the

premises. None of these tasks is akin to the kind that the California Division of Labor Standards Enforcement (“DLSE”) has found warrant an “on-duty” meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Therefore, EVO’s use of an “on-duty” meal period is improper and unlawful. Because of EVO’s company-wide written “on-duty” meal period policy, Mr. Robles and other aggrieved employees did not receive all required off-duty meal periods and did not receive premium pay for all missed, late, or interrupted meal periods.

In addition, EVO did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Robles 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.

Moreover, EVO had a company-wide policy of requiring all employees to sign blanket meal period waivers. EVO took the position that non-exempt, hourly paid employees working six (6) hour shifts had waived their rights to take a 30-minute meal period on these particular shifts, for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. EVO’s company-wide use of blanket meal period waivers discouraged and impeded Mr. Robles and other aggrieved employees from taking all meal periods to which they were entitled.

At all times mentioned herein, EVO knew or should have known that as a result of its policies, Mr. Robles and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. EVO further knew or should have known that it did not pay Mr. Robles and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, or missed.

Furthermore, EVO 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. Robles and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that EVO did pay other aggrieved employees for missed, late, and interrupted meal periods, EVO did not pay other aggrieved employees at the correct rate of pay for premiums because EVO 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, EVO failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Robles and other aggrieved employees are therefore 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, and 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, EVO regularly failed to authorize and permit Mr. Robles 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, EVO’s policies and/or practices of understaffing and/or single-staffing while assigning heavy workloads prevented Mr. Robles and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. EVO also failed to schedule rest periods, which, coupled with EVO’s failure to provide adequate rest period coverage, further led to Mr. Robles and other aggrieved employees not being authorized and permitted to take rest periods. Moreover, as stated, EVO had, and continues to have, a policy and/or practice of requiring that Mr. Robles and other aggrieved employees respond to calls from management to their cellular phones at all times, including during rest periods.

Furthermore, EVO maintained and implemented a company-wide practice and/or policy requiring that Mr. Robles and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Robles and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, EVO effectively maintained control over Mr. Robles and other aggrieved employees during rest periods, and, as a result of this rest period policy, EVO did not relinquish control over Mr. Robles and other aggrieved employees during rest periods.

As a result of EVO’s practices and policies, Mr. Robles 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, Mr. Robles would have his rest periods interrupted twice per week and miss his rest periods entirely at least three (3) times per week due to the lack of rest period coverage.

EVO 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 or permitted. Because of this practice and/or policy, Mr. Robles and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that EVO did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, EVO did not pay other aggrieved employees at the correct rate of pay for premium wages because EVO 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, EVO failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Robles and other aggrieved employees are therefore 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. EVO has not provided Mr. Robles and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, EVO has knowingly and intentionally provided Mr. Robles and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, EVO issued uniform wage statements to Mr. Robles 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, EVO violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

Furthermore, because EVO did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, EVO did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). EVO 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 premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, 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 hours 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), EVO willfully failed to maintain accurate payroll records for Mr. Robles 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. At all relevant times, as stated, EVO engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Robles and other aggrieved employees in violation of section 1198. Furthermore, in light of EVO’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, EVO kept no records of meal start and end times for second meal periods.

Because EVO failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Robles 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. Robles 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. Robles 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, EVO failed to pay Mr. Robles and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Robles 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.

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

Mr. Robles 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, EVO 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, EVO 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, EVO 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, EVO 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. EVO'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.*

EVO’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. EVO 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, EVO 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.

EVO 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. EVO’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 EVO'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. EVO'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 EVO 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, EVO had a company-wide policy of requiring Mr. Robles and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but EVO failed to reimburse them for the costs of their work-related cellular phone expenses. Mr. Robles and other aggrieved employees were required to use their personal cellular phones to complete their work-related duties, such as answering calls from management regarding work-related matters. For example, as stated, EVO required Mr. Robles to respond to calls from his supervisor on his personal cellular phone to discuss security incidents and to assist coworkers with locating guests' vehicle keys. Mr. Robles would spend up to 20 minutes per day on his cellular phone for these work-related discussions. Although EVO required Mr. Robles and other aggrieved employees to utilize their personal cellular phones to address work-related responsibilities, EVO failed to reimburse them for their cellular phone expenses.

Second, during the relevant time period, EVO had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, EVO 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. EVO gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of EVO. Although EVO required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, EVO never reimbursed them for their travel expenses.

Third, EVO, on a company-wide basis, required other aggrieved employees to obtain and pay for certain licenses, such as the Security Guard License issued by the California Bureau of Security and Investigative Services (BSIS), also known as a "guard card," that were required for their continued

employment. EVO had a uniform policy of requiring employees to maintain an active license, but did not reimburse them for the costs of renewing the license.

EVO could have provided Mr. Robles and other aggrieved employees with the actual tools for use on the job, such as company phones and vehicles. Or, EVO could have reimbursed employees for the costs of their mileage, travel, cellular phone expenses, and license fees. Instead, EVO passed these operating costs off onto Mr. Robles and other aggrieved employees. At all relevant times, Mr. Robles did not earn at least two (2) times the minimum wage.

Thus, EVO 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. Robles 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).

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

Accordingly, Mr. Robles 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 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Robles, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive for himself, all other aggrieved employees, and the State of California against EVO 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, and 2802.

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

Pre-Litigation Demand

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

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

1. EVO shall pay Mr. Robles and all other aggrieved employees employed by EVO at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. EVO 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. EVO shall conduct a survey or interview all current and former aggrieved employees in California who worked for EVO 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, cellular phone expenses, travel expenses, license fees, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. EVO 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, 516, and 1198. EVO 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. EVO shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for EVO's benefit, including, but not limited to, mandatory drug tests, cellular phone expenses, mileage, travel expenses, license fees, or other expenditures, as required by Labor Code sections 222.5 and 2802.
6. EVO shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. EVO shall provide Mr. Robles and all aggrieved employees employed by EVO 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. EVO shall implement and provide suitable seating to all aggrieved employees.
9. EVO 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.
10. EVO 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, 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:

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

Best Regards,



Anthony Castillo

Copy: EVOLUTION HOSPITALITY, LLC (via U.S. Certified Mail); AIMBRIDGE HOSPITALITY, LLC (via U.S. Certified Mail); EVOLUTION HOSPITALITY EMPLOYEE SERVICES LLC (via U.S. Certified Mail); AIMBRIDGE EMPLOYEE SERVICE CORP. (via U.S. Certified Mail)



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EVOLUTION HOSPITALITY, LLC
1211 PUERTA DEL SOL #170
SAN CLEMENTE CA 92673

9590 9402 1512 5362 2711 48

2. Article Number (Transfer from service label)

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☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.63	
Total Postage and Fees \$ 7.93	
Sent To EVOLUTION HOSPITALITY, LLC	
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City, State, ZIP+4® SAN CLEMENTE CA 92673	

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



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AIMBRIDGE HOSPITALITY, LLC
5851 LEGACY CIRCLE SUITE 400
PLANO TX 75024



9590 9402 1512 5362 2711 31

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0244

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

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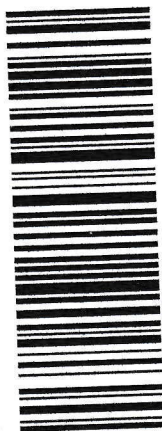
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City, State, ZIP+4® PLANO TX 75024

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Robles v. Aimbridge
Hospitality, LLC

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

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Park East, Ste 1000
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- 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:
EVOLUTION HOSPITALITY EMPLOYEE
SERVICES LLC
5501 HEADQUARTERS SUIT 300
PLANO TX 75024



9590 9402 1512 5362 2711 24

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0237

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

EVOLUTION HOSPITALITY EMPLOYEE SERVICES
LLC
5501 HEADQUARTERS SUIT 300
PLANO TX 75024

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
\$ 3.56
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
EVOLUTION HOSPITALITY EMPLOYEE
SERVICES LLC
Street and Apt. No., or PO Box No.
5501 HEADQUARTERS SUIT 300
City, State, ZIP+4®
PLANO TX 75024

Postmark
Here

Robby v. Evolution
Hospitality Employee
services LLC

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

See Reverse for Instructions

CERTIFIED MAIL®



7020 1290 0001 8879 0343

tone
LAW APC
ury 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:

AIMBRIDGE EMPLOYEE SERVICE CORP.
5851 LEGACY CIRCLE, SUITE 400
PLANO TX 75024



9590 9402 1512 5362 2709 81

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0343

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

ired Mail
ired Mail Restricted Delivery
r \$500)

Domestic Return Receipt

AIMBRIDGE EMPLOYEE SERVICE CORP.
5851 LEGACY CIRCLE, SUITE 400
PLANO TX 75024

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

AIMBRIDGE EMPLOYEE SERVICE CORP.
5851 LEGACY CIRCLE, SUITE 400
PLANO TX 75024

Postmark
Here

Robles v. Aimbridge
Employee Service
Corp.

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

See Reverse for Instructions

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:

EVOLUTION HOSPITALITY, LLC
1211 PUERTA DEL SOL #170
SAN CLEMENTE CA 92673



9590 9402 1512 5362 2711 48

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0213

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Handwritten signature: JF RTR

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Handwritten: JF RTR

C. Date of Delivery

Handwritten: 5/18/14

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

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AIMBRIDGE EMPLOYEE SERVICE CORP.
5851 LEGACY CIRCLE, SUITE 400
PLANO TX 75024



9590 9402 1512 5362 2709 81

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0343

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)

Felicia Hollins

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

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EVOLUTION HOSPITALITY EMPLOYEE
SERVICES LLC
5501 HEADQUARTERS SUIT 300
PLANO TX 75024



9590 9402 1512 5362 2711 24

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0237

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)

Felicia Hollins

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

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:

AIMBRIDGE HOSPITALITY, LLC
5851 LEGACY CIRCLE SUITE 400
PLANO TX 75024



9590 9402 1512 5362 2711 31

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0244

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)

Felicia Hollins

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