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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ROCIO ROSALES, as an individual and on
behalf of others similarly situated,

Plaintiff,

vs.

DT EMPLOYER LLC, a Virginia
Corporation; HILTON EMPLOYER INC., a
Virginia Corporation; and DOES 1-50,
inclusive,

Defendant.

Case No.: 30-2021-01221604-CU-OE-CXC

CX-105

Assigned for all purposes to:

Judge Randall J. Sherman

**PRIVATE ATTORNEY GENERAL ACT
CLAIMS**

COMPLAINT FOR:

**1. VIOLATION OF THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL
LAB. CODE §§ 2698, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Rocio Rosales (“Plaintiff” or “Ms. Rosales”) makes the following allegations
2 against Defendants DT Employer LLC and Hilton Employer Inc. (collectively referred to
3 throughout herein as “Defendants”):

4 **GENERAL ALLEGATIONS**

5 **Parties and Venue.**

6 1. Plaintiff is, and at all relevant times was, a citizen and resident of the city of Placentia, in
7 the County of Orange in the State of California.

8 2. Plaintiff is informed and believes and on that basis alleges that at all relevant times
9 Defendant DT Employer, LLC (hereinafter referred to as “DT”) is a Virginia corporation doing
10 business in the State of California with a principal place of business located at 7930 Jones
11 Branch Dr., McLean, Virginia 22102.

12 3. Plaintiff is informed and believes and on that basis alleges that at all relevant times
13 Defendant Hilton Employer Inc. (hereinafter referred to as “Hilton”) is a Virginia corporation
14 doing business in the State of California with a principal place of business located at 7930 Jones
15 Branch Dr., McLean, Virginia 22102.

16 4. In light of the facts that the wrongful acts of this defendants occurred and the causes
17 against them arose in Orange County, State of California, jurisdiction and venue is proper in
18 Orange County Superior Court.

19 **Doe Allegations.**

20 5. Plaintiff does not presently know the true names and capacities of defendants named as
21 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
22 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff is
23 informed and believes and on that basis alleges that each of the fictitious defendants have
24 participated in the acts alleged in this complaint to have been done by the named defendants.

25 **Vicarious Liability.**

26 6. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
27 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
28 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or

1 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
2 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
3 wrongful activities of each of the remaining defendants.

4 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

5 7. Plaintiff worked for Defendants as a nonexempt employee associated with housekeeping
6 tasks associated with cleaning rooms for customers at Defendants' hotel. Some duties included
7 cleaning guest rooms and various parts of the hotel. She was also assigned some supervisory
8 duties.

9 8. During Plaintiff's employment at Defendants, Plaintiff would be subjected to a high
10 volume of work assignments.

11 **Defendants Failed to Reimburse for Business Expenses**

12 9. Plaintiff and Aggrieved Employees were regularly required to use their
13 personal cell phones for work purposes and not reimbursed for this expense incurred in order to
14 perform their job duties in violation of California Labor Code section 2802 and the applicable
15 California Industrial Welfare Commission wage order(s).

16 10. Plaintiff and Aggrieved Employees were regularly required to purchase their own
17 uniform, which included shoes for work purposes and not reimbursed for this expense incurred
18 in order to perform their job duties in violation of California Labor Code section 2802 and the
19 applicable California Industrial Welfare Commission wage order(s).

20 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

21 11. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
22 work shifts, Plaintiff would be required to do many work duty tasks revolving around servicing
23 guest rooms and guests. During these shifts it would be very busy where they would not be
24 authorized or permitted to take all of their legally compliant entitled uninterrupted 10-minute rest
25 breaks each four hours or majority fraction thereof or a 30 minute uninterrupted meal break
26 every five hours at a reasonably practicable time during their shifts when they worked more than
27 a six, ten and twelve hour shifts. Moreover, Defendants had a policy, pattern or practice of
28 requiring or pressuring its employees to take late, short, on-premises, on-call, interrupted, or no

1 10-minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time.

2 Defendants would not compensate Plaintiff for all of their missed, short, late, on-premises or
3 interrupted meal breaks or rest periods throughout their employment nor were they paid all of
4 premium wages for the missed, short, late, on-call, on-premises or interrupted meal breaks and
5 rest periods that should have been paid.

6 12. Plaintiff is informed and on that basis believes that all other similarly situated employees
7 of Defendants were under the same circumstances and conditions of employment as them.

8 Specifically, all other similarly situated employees were not authorized or permitted to take all of
9 their legally compliant entitled uninterrupted 10-minute rest breaks each four hours or a 30-
10 minute uninterrupted meal break every five hours at a reasonably practicable time during their
11 shifts when they worked more than a six hour shifts. Moreover, Defendants had a policy, pattern
12 or practice of requiring or pressuring its employees to take late, short, on-premises, on-call,
13 interrupted or no 10-minute rest breaks or 30-minute meal breaks at a reasonably practicable
14 time. Defendants would not compensate the other employees for all of their missed, on-
15 premises, short, late or interrupted meal breaks or rest periods throughout their employment nor
16 were they paid all of her premium wages for the missed, short, on-premises, on-call, late or
17 interrupted meal breaks and rest periods that should have been paid. Defendants would not
18 compensate the other employees for all of their missed, short, on-premises, on-call, late or
19 interrupted meal breaks or rest periods throughout their employment nor were they paid all of
20 their premium wages for the missed, on-premises, short, late or interrupted meal breaks and rest
21 periods that should have been paid.

22 **Defendants Provided Inaccurate Wage Statements**

23 13. Furthermore, throughout Plaintiff's employment, her paystubs did not accurately reflect
24 her applicable total hours worked, net wages earned, gross wages earned and actual applicable
25 wage rate all in violation of California Labor Code Section 226(a), specifically sections 1-2, 4-5
26 and 8-9. Due to the fact that Defendants excluded the hours' worth of work that should have
27 been reflected on her paystubs for the correct gross wages, net wages, applicable hourly rate with
28 corresponding number of hours worked. Therefore, the paystubs did not accurately reflect the net

1 wages earned, gross wages earned, accurately depict deductions that should have been taken out
2 and actual applicable wage rate corresponding with the total hours worked as well as the name
3 and address of the legal entity that employed Plaintiff.

4 14. Plaintiff is informed and on that basis believes that all other similarly situated employees
5 of Defendants were under the same circumstances and conditions of employment as her.
6 Specifically all other similarly situated employees were not provided with accurate itemized
7 wages statements and received paystubs that did not reflect their applicable total hours worked,
8 gross wages earned, net wages earned, as well as the name and address of the legal entity that
9 employed Plaintiff and actual applicable wage rates including the correct overtime rates
10 corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of
11 work on their paystubs. Furthermore, nor were they provided with any legally required
12 uninterrupted meal breaks and rest periods.

13 **Defendants Required and Aggrieved Employees to do Off-the-Clock Work**

14 15. Plaintiff and Aggrieved Employees were regularly required to continue to clock out and
15 continue working off-the-clock after their shift ended with no payment. This work was
16 completed off-the-clock and Plaintiff and Aggrieved Employees were not compensated for this
17 time in violation of California Labor Code sections 510 and 1194 and the applicable California
18 Industrial Welfare Commission wage order(s). This compensation does not get paid out at the
19 time of termination.

20 **Defendants Failed to Pay Wages Upon Termination to Aggrieved Employees**

21 16. During Plaintiff's employment, Defendants had a policy where it did not pay minimum
22 wages and overtime wages that should have been paid. These monies were supposed to be paid
23 out to Plaintiff and the other employees at the time the wages were earned or upon termination.

24 **FIRST CAUSE OF ACTION**

25 **(For Violation of the Labor Code Private Attorneys General Act)**
26 **(Labor Code §§ 2698, et seq. By Plaintiffs Against All Defendants and DOES 1-50)**

27 17. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
28 above and below by reference as though set forth in full in this cause of action.

1 18. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
2 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for
4 violation of the code may, as an alternative, be recovered through a civil action brought by an
5 aggrieved employee on behalf of itself and other current or former employees pursuant to the
6 procedures specified in Labor Code § 2699.3.

7 19. For all provisions of the Labor Code except those for which a civil penalty is specifically
8 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars
9 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
10 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
11 which Defendants violated these provisions of the Labor Code.

12 20. Defendants’ conduct violates numerous Labor Code sections including, but not limited to
13 the following:

14 (a) Violation of Labor Code §§ 510, 1194 and Wage Order 5, Section 3 for Defendants
15 failure to provide Plaintiff and other aggrieved employees all minimum wages for hours
16 worked;

17 (b) Violation of Labor Code §§ 510, 1194 and Wage Order 5, Section 3, for Defendants
18 failure to provide Plaintiff and other aggrieved employees all overtime wages for hours
19 worked;

20 (c) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 5, Section 11, for
21 Defendants failure to provide Plaintiff and other aggrieved employees all required legally
22 compliant meal periods, and Defendants’ failure to provide Plaintiff and other aggrieved
23 employees with one hour of pay of Plaintiff and other aggrieved employees’ regular rate
24 of compensation for each meal period that was not provided, as herein alleged;

25 (d) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 5, Section 12 for
26 Defendants failure to provide Plaintiff and other aggrieved employees all required rest
27 periods, and Defendants’ failure to provide Plaintiff and other aggrieved employees with
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one hour of pay of Plaintiff and other aggrieved employees' regular rate of compensation for each rest period that was not provided, as herein alleged;

(e) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Order 5, Section 7 for failure to maintain records and provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

(f) Violation of Labor Code §§ 201, 202, and 203 for failure to pay all wages upon termination, resignation or end of employment as a result of failing to pay minimum wages and overtime wages for all hours worked;

(g) Violation of Labor Code § 2802 for failure to reimburse for business expenses.

21. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) provides "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

22. Plaintiff is an "aggrieved employee" because she was employed by the alleged violator and had or ore more of the alleged violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

23. On March 4, 2021 and June 11, 2021, Plaintiff sent Defendants by certified mail notice of the facts and theories of its Labor Code violations. Plaintiffs submitted this notice to the Labor Workforce Development Agency via online along with a payment of \$75.00. Plaintiff's statute of limitations to file a Private Attorney General Act claim was tolled pending the 65 calendar day exhaustion period. (See Cal. Lab. Code § 2699.3(d). Plaintiff has therefore exhausted the

procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of itself and all other aggrieved employees under PAGA.

24. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated the Labor Code.

25. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other aggrieved employees are entitled to recover civil penalties against Defendants for violations of the Labor Code sections cited above.

26. The California Supreme Court has held that a representative action does not need to meet the class certification requirements because it is strictly a state enforcement action. *Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

27. Defendants' conduct as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays individually and on behalf of the proposed Aggrieved Employees, prays for judgment against Defendants as follows:

First Cause of Action:

1. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to Labor Code §§ 2698, et seq.;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and
3. For such relief as the Court deems just and proper.

1 **As to All Causes of Action:**

- 2 4. For reasonable attorneys' fees and costs incurred
- 3 5. Interest accrued to date under the California Labor Code, including under Sections 226.7;
- 4 6. For such other and further relief as this Court may deem just and proper.

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6 Dated: September 16, 2021

Jackson Law, APC

7 By:/s/ Armond M. Jackson
8 Armond M. Jackson
9 Attorneys for Rocio Rosales

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff Rocio Rosales demands a jury trial in the above captioned matter.

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13 Dated: September 16, 2021

Jackson Law, APC

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15 By:/s/ Armond M. Jackson
16 Armond M. Jackson
17 Attorneys for Plaintiff Rocio Rosales

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