

Valle v. Crowne Plaza Palo Alto and Intercontinental Hotels Group Resources, LLC:
PAGA Claim Notice

Blanca Valle started working at Crowne Plaza Palo Alto in California as a Housekeeper on approximately October 1, 2017. Ms. Valle worked for Crowne Plaza Palo Alto until her termination on July 27, 2021. From approximately October 1, 2017 – January 31, 2021, Ms. Valle worked approximately 9 hours per day, 5 days a week. From approximately February 1, 2021 – February 28, 2021, Ms. Valle worked 9 hours per day, 7 days per week. From approximately March 1, 2021 – July 16, 2021, Ms. Valle worked approximately 9 hours per day, 6 days per week. Despite Ms. Valle clearly working overtime every day, she never received proper overtime compensation. Furthermore, since beginning her employment, Ms. Valle never received proper meal breaks and rest periods, and was required to use her cellphone for work-related calls, yet was never reimbursed for this expense.

As you are undoubtedly aware, California employers are required by law to pay their employees overtime wages. Employers must also provide their employees meal breaks and rest periods. In addition, employers must reimburse their employees for job-related expenses.

Crowne Plaza Palo Alto and Intercontinental Hotels Group Resources, LLC are liable for the following California Labor Code and Business and Professions Code violations as of **November 1, 2017**:

- (1) Failure to pay Overtime Wages** (Cal. Labor Code Section 1194) – Ms. Valle was never paid proper overtime wages despite working over 8 hours per day, 5-7 days per week during the course of her employment. From approximately October 1, 2017 – January 31, 2021, Ms. Valle worked approximately 9 hours per day, 5 days a week. From approximately February 1, 2021 – February 28, 2021, Ms. Valle worked 9 hours per day, 7 days per week. From approximately March 1, 2021 – July 16, 2021, Ms. Valle worked approximately 9 hours per day, 6 days per week. Ms. Valle was compensated at her regular rate of pay for all hours worked. As such, Valle is owed **\$9,801.00**.
- (2) Failure to Provide Meal and Rest Periods** (Cal. Labor Code Sections 226.7 and 512) – Ms. Valle was entitled to a minimum of two 10-minute rest periods and one 30-minute meal periods each day. However, Ms. Valle was not provided with rest breaks and uninterrupted meal periods. This is in violation of California law. As such, Ms. Valle is owed **\$33,432.00**.
- (3) Inaccurate Wage Statement Penalty** (Cal. Labor Code Section 226) – As a result of underpayment and unaccounted for hours worked, Ms. Valle's wage statements are inaccurate. As such, Ms. Valle is owed a total of **\$4,000.00**.
- (4) Failure to reimburse for work-related cell-phone use** (Cal. Labor Code Section 2802) – Ms. Valle is entitled to a total of **\$1,575.00**.
- (5) 10 percent (%) interest per annum for unpaid overtime wages** – Ms. Valle is entitled to a total of **\$2,517.27**.
- (6) 10 percent (%) interest per annum for failure to provide meal and rest periods** – Ms. Valle is entitled to a total of **\$9,491.87**.

(7) 10 percent (%) interest per annum for failure to reimburse for work-related cell-phone use – Ms. Valle is entitled to a total of **\$489.38**.

After a preliminary investigation, based on information and belief, there are at least 479 additional aggrieved employees. Crowne Plaza Palo Alto and Intercontinental Hotels Group Resources, LLC are liable for violating Ms. Valle's and her coworkers' rights with respect to the aforementioned California Labor Code and Business and Professions Code sections.