

By:   
Tamara Wickstrom, Deputy Clerk

RUBEN ESCOBEDO (SBN 277866)  
WORKWORLD LAW CORP.  
A Professional Corporation  
6907 El Camino Real, Suite A  
Atascadero, CA 93422  
Telephone: (805) 335-2476  
Facsimile: (805) 892-6213  
Email: [support@workworldlaw.com](mailto:support@workworldlaw.com)

Attorney for ALEJANDRA CAMARGO,  
as Private Attorney General

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN LUIS OBISPO**

STATE OF CALIFORNIA ex rel.  
ALEJANDRA CAMARGO, as Private  
Attorney General,

Plaintiff,

v.

MARTIN RESORTS INCORPORATED;  
and DOES 1-25, inclusive,

Defendants.

Case No. 22CV-0286

*Assigned for All Purposes to:*

**COMPLAINT FOR CIVIL PENALTIES  
UNDER THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004**

*Trial Date: None*

*Complaint filed:*

COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. ALEJANDRA CAMARGO as  
Private Attorney General (“Plaintiff”), who asserts claims against MARTIN RESORTS  
INCORPORATED, and DOES 1-25, inclusive (collectively “Defendants” or “Employer”) as  
follows:

**INTRODUCTION**

1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of  
2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of herself, approximately more than  
100 similarly situated current and former aggrieved employees employed by Employer between

1 March 23, 2021, and the resolution of the forthcoming action (“Statutory Period”), and the People  
2 of the State of California (hereinafter collectively “Employees”).

3 2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code,  
4 permits an aggrieved employee to recover civil penalties set forth within the California Labor  
5 Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil  
6 penalties for violations of California Labor Code provisions that do not contain their own civil  
7 penalties. Employees bring this civil action to recover civil penalties for the violations identified  
8 below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil  
9 penalties specifically set forth within the text of the California Labor Code. Those civil penalties  
10 are sought for violations committed against Employees of Employers.

11 3. Plaintiff has filed an exhaustion letter with the California Labor and Workforce  
12 Development Agency (“LWDA”) providing notice of her intent to bring a private attorneys  
13 general action for recovery of penalties under the PAGA. The LWDA has not investigated within  
14 the time set forth by statute and Plaintiff is now authorized to bring the present action.

### 15 **JURISDICTION AND VENUE**

16 4. This Court has jurisdiction over this action pursuant to the California Constitution,  
17 Article VI, §10.

18 5. Venue is proper in this Court because this action arises from work performed in  
19 San Luis Obispo County.

### 20 **PARTIES**

21 6. For all times relevant herein, ALEJANDRA CAMARGO was an adult individual  
22 residing in the State of California. Ms. Martinez is not suing in her individual capacity; she is  
23 proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved  
24 employees, including herself and other aggrieved employees.

25 7. For all times relevant herein, Plaintiff is informed and believes, and on that basis  
26 alleges, that Defendant MARTIN RESORTS INCORPORATED was and is a corporation with its  
27 principal place of business in San Luis Obispo County, California.

1           8. Whenever in this Complaint reference is made to any act, deed, or conduct of  
2 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or  
3 through one or more of its agents, employees, or representatives, who was actively engaged in the  
4 management, direction, control, or transaction of the business and affairs of Defendants.

5           9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,  
6 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and  
7 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will  
8 amend this Complaint to insert the true names and capacities of the Doe Defendants at such time  
9 as the identities of the Doe Defendants are ascertained.

10          10. Plaintiff is informed and believes, and based thereon alleges, that the Doe  
11 Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each  
12 other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged  
13 directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and  
14 accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable  
15 to the extent of the liability of Defendants as alleged herein.

16          11. Plaintiff is further informed and believe, and thereon allege, that at all times herein  
17 material, each Defendant was completely dominated and controlled by its co-Defendant(s) and  
18 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to  
19 any conduct by Defendants, or any of them, such allegations and references shall also be deemed  
20 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.  
21 Whenever and wherever reference is made to individuals who are not named as defendants in this  
22 Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times  
23 acted on behalf of Defendants named in this Complaint within the scope of their respective  
24 employment or agency with Defendants.

25 ///

26 ///

27 ///

28

1 **FIRST COUNT**

2 **Failure to Provide Compliant Rest Periods or Pay Rest Premiums**

3 **(By Plaintiff against All Defendants)**

4 12. Plaintiff incorporates by reference and realleges each and every allegation  
5 contained above, as though fully set forth herein.

6 13. Pursuant to the applicable Industrial Welfare Commission Wage Order,  
7 employers must provide non-exempt employees a ten (10) minute duty-free rest period for every  
8 four (4) hours worked or major fraction thereof. Duty-free rest periods must be paid. Moreover,  
9 the applicable Wage Order provides “Every employer shall authorize and permit all employees to  
10 take rest periods, which insofar as practicable shall be in the middle of each work period.” The  
11 time between the start of work and a meal period qualifies as a “work period” pursuant to the  
12 regulation, as does the time between the end of the meal period and the end of work. *Rodriguez v.*  
13 *E.M.E., Inc.* (2016) 246 Cal.App.4th 1027, 1044; *see also Brinker Restaurant Corp. v. Superior*  
14 *Court* (2012) 53 Cal.4th 1004, 1031 (“The only constraint on timing is that rest breaks must fall in  
15 the middle of work periods 'insofar as practicable.' Employers are thus subject to a duty to make a  
16 good faith effort to authorize and permit rest breaks in the middle of each work period”). An  
17 employer who fails to provide a duty-free and timely rest period must pay the employee an  
18 additional one (1) hour of regular pay for each day in which a duty-free rest period is not provided.  
19 Cal. Lab. Code, § 226.7, subd. (c).

20 14. In addition, “Any employer or other person acting on behalf of an employer who  
21 violates, or causes to be violated, a section of this chapter or any provision regulating hours and  
22 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty  
23 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each  
24 pay period for which the employee was underpaid in addition to an amount sufficient to recover  
25 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each  
26 underpaid employee for each pay period for which the employee was underpaid in addition to an  
27 amount sufficient to recover underpaid wages.” Cal. Lab. Code, § 558, subd. (a).

15. Throughout the Statutory Period, Employer regularly maintained a rest-period schedule that was either *before* the middle of each work period or *after* the middle of each work period in violation of California law. For example, Ms. Camargo regularly worked a schedule starting at 9:00 a.m., with a first rest period (as scheduled and instructed by her supervisor) at approximately 9:30 a.m., a meal period from 1:30 – 2:00 p.m., a rest period at approximately 5:00 p.m., and ending at 5:30 p.m. The regulators promulgated the “middle of each work period” rule to ensure the health, safety, and welfare of workers. Employer violated Section 226.7 throughout the Statutory Period and is subject to additional civil penalties. Employer also failed to pay premium wages as required by Section 226.7, resulting in derivative violations of Sections 201, 202, 203, 204, and 226 based on Employer’s failure to pay those wages to Employees within the time prescribed by Section 204, or at the time of their termination, or within 72 hours of their resignation, as prescribed by Sections 201-203, and based on Employer’s failure to issue itemized wage statements at the time of each payment of wages showing the premium wages earned as prescribed by Section 226.

16. As a result of the foregoing, Employer is subject to civil penalties.

## SECOND COUNT

## Failure to Pay Out Vacation Wages at Termination

**(By Plaintiff against All Defendants)**

17. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

18. “Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.” Lab. Code, § 227.3.

1           19.     Throughout the Statutory Period, Employer offered Employees vacation accruing at  
2 3.077 hours per pay period, but did not pay out Employees accrued vacation at the time of  
3 termination of their employment. For example, Ms. Camargo's paystub dated May 14, 2021,  
4 indicated 40 hours of vacation available to use. Yet when she was terminated on or about October  
5 7, 2021, Employer did not pay out these hours at the time of termination. Employer violated the  
6 law throughout the Statutory Period and is subject to additional civil penalties.

7           20.     Defendants are subject to all civil penalties and other remedies under the PAGA.

8                                   **THIRD COUNT**

9                                   **Failure to Pay Wages at Termination**

10                                  **(By Plaintiff against All Defendants)**

11           21.     Plaintiff incorporates by reference and realleges each and every allegation  
12 contained above, as though fully set forth herein.

13           22.     "If an employer discharges an employee, the wages earned and unpaid at the time  
14 of discharge are due and payable immediately." Cal. Lab. Code, § 201, subd. (a). Section 202  
15 also generally requires payment to Employees within 72 hours of resignation. "If an employer  
16 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,  
17 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the  
18 wages of the employee shall continue as a penalty from the due date thereof at the same rate until  
19 paid or until an action therefor is commenced; but the wages shall not continue for more than 30  
20 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or  
21 who refuses to receive the payment when fully tendered to him or her, including any penalty then  
22 accrued under this section, is not entitled to any benefit under this section for the time during  
23 which he or she so avoids payment." Cal. Lab. Code, § 203, subd. (a).

24           23.     Throughout the Statutory Period, Employer failed to pay Employees all wages  
25 owed at the time of their termination or resignation. For example, at the time of her termination  
26 Ms. Camargo was owed vacation pay and sick leave pay, as she had previously requested from the  
27 Employer. These wages were owed and due to Employees at the time of their separation.  
28 Employer did not provide these payments to Employees at the time of termination or within a

1 sufficient time of resignation as required by law. Employer's failure to timely pay these wages at  
2 the time of separation, and failure to pay Employees' continued wages for the 30-day period  
3 thereafter, constitutes a violation of Sections 201, 202, and 203.

4 24. Defendants are subject to all civil penalties and other remedies under the PAGA.

5 **FOURTH COUNT**

6 **Failure to Provide Time Records**

7 **(By Plaintiff against All Defendants)**

8 25. Plaintiff incorporates by reference and realleges each and every allegation  
9 contained above, as though fully set forth herein.

10 26. Labor Code section 1198 provides that "the standard conditions of labor fixed by  
11 the commission shall be ... standard conditions of labor for employees."

12 27. Included in the Commission's standard conditions of labor is the requirement that  
13 "Every employer shall keep accurate information with respect to each employee including the  
14 following: ... Time records showing when the employee begins and ends each work period. Meal  
15 periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods  
16 during which operations cease and authorized rest periods need not be recorded. ... Total wages  
17 paid each payroll period, including value of board, lodging, or other compensation actually  
18 furnished to the employee. ... Total hours worked in the payroll period and applicable rates of pay.  
19 This information shall be made readily available to the employee upon reasonable request."  
20 "Every employer shall semimonthly or at the time of each payment of wages furnish each  
21 employee, either as a detachable part of the check, draft, or voucher paying the employee's wages,  
22 or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates  
23 of the period for which the employee is paid; (3) the name of the employee or the employee's  
24 social security number; and (4) the name of the employer, provided all deductions made on written  
25 orders of the employee may be aggregated and shown as one item."

26 28. "All required records shall be in the English language and in ink or other indelible  
27 form, properly dated, showing month, day and year, and shall be kept on file by the employer for  
28 at least three years at the place of employment or at a central location within the State of

1 California. An employee's records shall be available for inspection by the employee upon  
2 reasonable request."

3 29. Throughout the Statutory Period, Employer violated these provisions by failing to  
4 allow Employees access to all time records which they are entitled to inspect and receive.  
5 Employer maintains a policy and practice of rejecting Employees' requests for their time records.  
6 For example, Ms. Camargo requested these records by letter on or about December 8, 2021.  
7 Employer failed to produce time records in response to Employees' request made under the  
8 foregoing provisions.

9 30. Defendants are subject to all civil penalties and other remedies under the PAGA.

### 10 **FIFTH COUNT**

#### 11 **Failure to Provide Access to Injury and Illness Prevention Program**

#### 12 **(By Plaintiff against All Defendants)**

13 31. Plaintiff incorporates by reference and realleges each and every allegation  
14 contained above, as though fully set forth herein.

15 32. "Every employer and every employee shall comply with occupational safety and  
16 health standards, with Section 25910 of the Health and Safety Code, and with all rules,  
17 regulations, and orders pursuant to this division which are applicable to his own actions and  
18 conduct." Lab. Code 6407.

19 33. Throughout the Statutory Period, Employer violated the following provisions of  
20 applicable regulation, Cal. Code Regs., tit. 8, § 3203:

21 The employer shall provide access to the Program by doing one of the following:

22 1. Provide access in a reasonable time, place, and manner, but in no event later than  
23 five (5) business days after the request for access is received from an employee or  
designated representative.

24 a. Whenever an employee or designated representative requests a copy of the  
25 Program, the employer shall provide the requester a printed copy of the Program,  
unless the employee or designated representative agrees to receive an electronic  
copy of the Program.

26 b. One printed copy of the Program shall be provided free of charge. If the  
27 employee or designated representative requests additional copies of the Program  
within one (1) year of the previous request and the Program has not been updated  
28 with new information since the prior copy was provided, the employer may charge  
reasonable, non-discriminatory reproduction costs (per Section 3204(e)(1)(E)) for  
the additional copies. or,

1 2. Provide unobstructed access through a company server or website, which allows  
2 an employee to review, print, and email the current version of the Program.  
3 Unobstructed access means that the employee, as part of his or her regular work  
4 duties, predictably and routinely uses the electronic means to communicate with  
5 management or coworkers.

6 34. Throughout the Statutory Period, Employer violated these provisions by failing to  
7 allow Employees access to all injury and illness prevention program materials, which they are  
8 entitled to inspect and receive. Employer maintains a policy and practice of rejecting Employees'  
9 requests for these documents. For example, Ms. Camargo requested these documents by letter on  
10 or about December 8, 2021. Employer failed to produce injury and illness prevention program  
11 materials in response to Employees' request made under the foregoing provisions.

12 35. Employer is subject to civil penalties as provided by law.

### 13 **SIXTH COUNT**

#### 14 **Failure to Establish, Implement, and Maintain Effective Injury Prevention Program**

#### 15 **(By Plaintiff against All Defendants)**

16 36. Plaintiff incorporates by reference and realleges each and every allegation  
17 contained above, as though fully set forth herein.

18 37. "Every employer shall establish, implement, and maintain an effective injury  
19 prevention program. The program shall be written, except as provided in subdivision (e), and shall  
20 include, but not be limited to, the following elements: (1) Identification of the person or persons  
21 responsible for implementing the program. (2) The employer's system for identifying and  
22 evaluating workplace hazards, including scheduled periodic inspections to identify unsafe  
23 conditions and work practices. (3) The employer's methods and procedures for correcting unsafe  
24 or unhealthy conditions and work practices in a timely manner. (4) An occupational health and  
25 safety training program designed to instruct employees in general safe and healthy work practices  
26 and to provide specific instruction with respect to hazards specific to each employee's job  
27 assignment. (5) The employer's system for communicating with employees on occupational health  
28 and safety matters, including provisions designed to encourage employees to inform the employer  
of hazards at the worksite without fear of reprisal. (6) The employer's system for ensuring that

1 employees comply with safe and healthy work practices, which may include disciplinary action.”  
2 Lab. Code, 6401.7, subd. (a). “The employer shall correct unsafe and unhealthy conditions and  
3 work practices in a timely manner based on the severity of the hazard.” Lab. Code, 6401.7, subd.  
4 (b).

5 38. “The employer shall train all employees when the training program is first  
6 established, all new employees, and all employees given a new job assignment, and shall train  
7 employees whenever new substances, processes, procedures, or equipment are introduced to the  
8 workplace and represent a new hazard, and whenever the employer receives notification of a new  
9 or previously unrecognized hazard.” Lab. Code, 6401.7, subd. (c). “The employer shall keep  
10 appropriate records of steps taken to implement and maintain the program.” Lab. Code, 6401.7,  
11 subd. (d). The standards board shall adopt a standard setting forth the employer’s duties under this  
12 section....” Lab. Code, 6401.7, subd. (e)(1).

13 39. To substantially comply with Section 6401.7, the employer must provide adequate  
14 “meetings, training programs, posting, written communications, a system of anonymous  
15 notification by employees about hazards, labor/management safety and health committees, or any  
16 other means that ensures communication with employees.” Cal. Code Regs., tit. 8, § 3203, subd.  
17 (a)(3).

18 40. “Records of the steps taken to implement and maintain the Program shall include:  
19 (1) Records of scheduled and periodic inspections required by subsection (a)(4) [of § 3203] to  
20 identify unsafe conditions and work practices, including person(s) conducting the inspection, the  
21 unsafe conditions and work practices that have been identified and action taken to correct the  
22 identified unsafe conditions and work practices. These records shall be maintained for at least one  
23 (1) year; and ... (2) Documentation of safety and health training required by subsection (a)(7) for  
24 each employee, including employee name or other identifier, training dates, type(s) of training,  
25 and training providers. This documentation shall be maintained for at least one (1) year.” Cal.  
26 Code Regs., tit. 8, § 3203, subd. (b).

27 41. Throughout the Statutory Period, Employer subjected all Employees, including Ms.  
28 Camargo, to working conditions that exposed them to hazards from the lack of a legally compliant

1 injury prevention program. Employer was subject to all of the foregoing requirements with regard  
2 to all of its operations, and Employer failed to establish, implement, and maintain an effective  
3 injury prevention program. Employer rushed Employees, including Ms. Camargo, without an  
4 opportunity to take rest periods in the middle of their work periods as required to reduce the risk  
5 of occupational injury.

6 42. Employer is subject to additional civil penalties as provided by law.

## 7 **SEVENTH COUNT**

### 8 **Violations of Hotel Housekeeping Musculoskeletal Injury Prevention Standards**

#### 9 **(By Plaintiff against All Defendants)**

10 43. Plaintiff incorporates by reference and realleges each and every allegation  
11 contained above, as though fully set forth herein.

12 44. “Every employer and every employee shall comply with occupational safety and  
13 health standards, with Section 25910 of the Health and Safety Code, and with all rules,  
14 regulations, and orders pursuant to this division which are applicable to his own actions and  
15 conduct.” Lab. Code 6407.

16 45. Among these rules, regulations, and orders is Title 8, Section 3345 of the California  
17 Code of Regulations, which was applicable to Employer and Employees who were hotel  
18 housekeepers (“Hotel Housekeepers”). Throughout the Statutory Period, Employer violated the  
19 following provisions of § 3345:

20 46. As part of the Injury and Illness Prevention Program (IIPP) required by Section  
21 3203, each employer covered by this section shall establish, implement, and maintain an effective,  
22 written, musculoskeletal injury prevention program (MIPP) that addresses hazards specific to  
23 housekeeping. The written MIPP may be incorporated into the written IIPP, or may be maintained  
24 as a separate program, and must be readily accessible during each work shift to employees when  
25 they are in the lodging establishment where they work. (Electronic access and other alternatives to  
26 maintaining paper copies of the MIPP are permitted as long as no barriers to employee access are  
27 created by such options.) ...

1           47. Hotel Housekeepers were denied compliant rest periods as required by the  
2 applicable Wage Order and as alleged above. The denial of rest periods had adverse health  
3 consequences on Hotel Housekeepers, and created illegal safety hazards throughout their  
4 employment.

5           48. Employer was required to implement its written MIPP by July 1, 2018, and  
6 commence effective procedures for identifying and evaluating housekeeping hazards for the  
7 protection of Hotel Housekeepers. Throughout the Statutory Period, Employer violated the  
8 foregoing provisions by failing to establish, implement, and maintain an effective, written, MIPP  
9 addressing hazards specific to Hotel Housekeepers' housekeeping activities. Among other things,  
10 Employer failed to effectively address hazards related to excessive work-rates and inadequate  
11 recovery time between housekeeping tasks [§ 3345, subd. (c)(4)(E)(9)-(10)].

12           49. The MIPP shall include: (1) Names or job titles of the persons with authority and  
13 responsibility for implementing the MIPP at each worksite. (2) A system for ensuring that  
14 supervisors and housekeepers comply with the MIPP, follow the employer's safe workplace  
15 housecleaning practices, and use the housekeeping tools or equipment deemed appropriate for  
16 each housekeeping task. Substantial compliance with this provision includes recognition of  
17 employees who follow the employer's safe workplace housecleaning practices and use the  
18 appropriate tools and equipment, training and retraining programs, disciplinary actions, or other  
19 means that ensures employee compliance with the MIPP.

20           50. Throughout the Statutory Period, Employer violated the foregoing provisions by  
21 failing to establish a system ensuring that supervisors and Hotel Housekeepers complied with the  
22 MIPP and followed safe workplace housecleaning practices. Hotel Housekeepers' supervisors  
23 created excessive risks of injury as a result of excessive work-rates and inadequate recovery time  
24 between housekeeping tasks. "Employees denied their rest and meal periods face greater risk of  
25 work-related accidents and increased stress, especially low-wage workers who often perform  
26 manual labor." *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1113.  
27 Employer's denied compliant rest breaks to Hotel Housekeepers as required by Wage Order 5, and  
28

1 corresponding excessive work-rate and inadequate recovery time between housekeeping tasks,  
2 created an unsafe working environment.

3 51. [The MIPP shall include:] (3) A system for communicating with housekeepers in a  
4 form readily understandable by all housekeepers on matters relating to occupational safety and  
5 health, as required by Section 3203, including provisions designed to encourage housekeepers to  
6 inform the employer of hazards at the worksite, and injuries or symptoms that may be related to  
7 such hazards without fear of reprisal.

8 52. Throughout the Statutory Period, Employer violated the foregoing provisions by  
9 failing to establish a system for communicating with Hotel Housekeepers in a form they would  
10 readily understand to encourage them to inform Employer of hazards related to excessive work-  
11 rates and inadequate recovery time between housekeeping tasks.

12 53. (4) Procedures for identifying and evaluating housekeeping hazards through a  
13 worksite evaluation. (A) The initial worksite evaluation shall be completed within three months  
14 after [July 1, 2018] the effective date of this section or within three months after the opening of a  
15 new lodging establishment. (B) The procedures shall include an effective means of involving  
16 housekeepers and their union representative in designing and conducting the worksite evaluation.  
17 (C) Housekeepers shall be notified of the results of the worksite evaluation in writing or by  
18 posting it in a location readily accessible to them. The results of the worksite evaluation shall be in  
19 a language easily understood by housekeepers. (D) The worksite evaluation shall be reviewed and  
20 updated: 1. Whenever new processes, practices, procedures, equipment or guest room renovations  
21 are introduced that may change or increase housekeeping hazards; 2. Whenever the employer is  
22 made aware of a new or previously unrecognized housekeeping hazard based on information such  
23 as, but not limited to, the findings and recommendations of injury investigations conducted in  
24 accordance with subsection (c)(5); 3. At least annually for each worksite.

25 54. Throughout the Statutory Period, Employer violated the foregoing provisions by  
26 failing to review and effectively update its worksite evaluation in a timely manner on or before  
27 October 1, 2019, and at such earlier times when it became aware of additional housekeeping  
28 hazards related to excessive work-rates and inadequate recovery time between housekeeping tasks.

1 Hotel Housekeepers' injuries, including Ms. Camargo's injuries, placed Employer on notice that  
2 additional worksite evaluations were necessary.

3       55.     (E) The worksite evaluation shall identify and address potential injury risks to  
4 housekeepers including, but not limited to: (1) slips, trips and falls; (2) prolonged or awkward  
5 static postures; (3) extreme reaches and repetitive reaches above shoulder height, (4) lifting or  
6 forceful whole body or hand exertions; (5) torso bending, twisting, kneeling, and squatting; (6)  
7 pushing and pulling; (7) falling and striking objects; (8) pressure points where a part of the body  
8 presses against an object or surface; (9) excessive work-rate; and (10) inadequate recovery time  
9 between housekeeping tasks.

10       56.     Throughout the Statutory Period, Employer violated the foregoing provision by  
11 failing to effectively identify and address potential injury risks to Hotel Housekeepers from  
12 excessive work-rate and inadequate recovery time between housekeeping tasks in its evaluations  
13 and updated evaluations.

14       57.     (5) Procedures to investigate musculoskeletal injuries to housekeepers. Injury  
15 investigations shall include, at a minimum: ... (C) Input from the injured housekeeper, the  
16 housekeeper's union representative, and the housekeeper's supervisor as to whether any other  
17 control measure, procedure, or tool would have prevented the injury.

18       58.     Throughout the Statutory Period, Employer violated the foregoing provision by  
19 failing to establish and implement effective procedures to investigate musculoskeletal injuries to  
20 Hotel Housekeepers which include input from the Hotel Housekeepers and their representatives as  
21 to whether additional actions (including safe work-rates and additional recovery time between  
22 housekeeping tasks) would have prevented the injury. ... (d) Training. The employer shall  
23 provide training to housekeepers and their supervisors in a language easily understood by these  
24 employees. ... (2) Training shall include at least the following elements as applicable to the  
25 housekeeper's assignment: (A) The signs, symptoms, and risk factors commonly associated with  
26 musculoskeletal injuries, (B) The elements of the employer's MIPP and how the written MIPP  
27 and all records in subsection (e)(1) will be made available to housekeepers; (C) The process for  
28 reporting safety and health concerns without fear of reprisal; (D) Body mechanics and safe

1 practices including: identification of hazards at the workplace, how those hazards are controlled  
2 during each housekeeping task, the appropriate use of cleaning tools and equipment, and the  
3 importance of following safe work practices and using appropriate tools and equipment to prevent  
4 injuries; (E) The importance of, and process for, early reporting of symptoms and injuries to the  
5 employer; (F) Practice using the types and models of equipment and tools that the housekeeper  
6 will be expected to use; (G) An opportunity for interactive questions and answers with a person  
7 knowledgeable about hotel housekeeping equipment and procedures; and (H) Training of  
8 supervisors on how to identify hazards, the employer's hazard correction procedures, how  
9 defective equipment can be identified and replaced, how to obtain additional equipment, how to  
10 evaluate the safety of housekeepers' work practices, and how to effectively communicate with  
11 housekeepers regarding any problems needing correction.

12         59. Throughout the Statutory Period, Employer violated the foregoing provisions by  
13 failing to effectively train Hotel Housekeepers and supervisors regarding hazards related to  
14 excessive work-rates and inadequate recovery time between housekeeping tasks, following safe  
15 practices to avoid these risks and injuries therefrom (including safe work-rates and additional  
16 recovery time between housekeeping tasks), reporting of symptoms and injuries arising from these  
17 risks, and effective communications between supervisors and Hotel Housekeepers regarding work  
18 rates, recovery time, and problems in these areas needing correction.

19         60. Employer is subject to additional civil penalties as provided by law.

## 20                                   **EIGHTH COUNT**

### 21         **Permitting Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes**

#### 22                                   **(By Plaintiff against All Defendants)**

23         61. Plaintiff incorporates by reference and realleges each and every allegation  
24 contained above, as though fully set forth herein.

25         62. By committing the acts and omissions described in the preceding sections  
26 throughout Employees' employment and throughout the past year, Employer also violated Labor  
27 Code, §§ 6400, 6401, 6402, 6403, 6404 by requiring and permitting unsafe work, and failing to  
28

1 provide safe workplaces, practices, and processes to its Employees, including Ms. Camargo.  
2 Employer is subject to additional civil penalties as provided by law.

3 **NINTH COUNT**

4 **Inaccurate Address on Wage Statements**

5 **(By Plaintiff against All Defendants)**

6 63. Plaintiff incorporates by reference and realleges each and every allegation  
7 contained above, as though fully set forth herein.

8 64. “An employer, semimonthly or at the time of each payment of wages, shall furnish  
9 to his or her employee, either as a detachable part of the check, draft, or voucher paying the  
10 employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized  
11 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
12 except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable  
13 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all  
14 deductions made on written orders of the employee may be aggregated and shown as one item, (5)  
15 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
16 name of the employee and only the last four digits of his or her social security number or an  
17 employee identification number other than a social security number, (8) the name and address of  
18 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in  
19 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services  
20 of the employer, and (9) all applicable hourly rates in effect during the pay period and the  
21 corresponding number of hours worked at each hourly rate by the employee....” Cal. Lab. Code, §  
22 226, subd. (a).

23 65. “An employer that is required by this code or any regulation adopted pursuant to  
24 this code to keep the information required by subdivision (a) shall afford current and former  
25 employees the right to inspect or copy records pertaining to their employment, upon reasonable  
26 request to the employer.” Cal. Lab. Code, § 226, subd. (b). “An employer who receives a written  
27 or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or  
28

1 former employee shall comply with the request as soon as practicable, but no later than 21  
2 calendar days from the date of the request.” Cal. Lab. Code, § 226, subd. (c).

3         66.     “Any employer who violates subdivision (a) of Section 226 shall be subject to a  
4 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an  
5 initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent  
6 citation, for which the employer fails to provide the employee a wage deduction statement or fails  
7 to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in  
8 this section are in addition to any other penalty provided by law.” Cal. Lab. Code, § 226.3. An  
9 employer who violates subdivisions (b) or (c) of Section 226 is also subject to additional civil  
10 penalties under Section 2699(f).

11         67.     Throughout the Statutory Period, Employer violated subdivisions (a), (b), and (c) of  
12 Section 226 by: (1) issuing inaccurate wage statements that failed to indicate the address of the  
13 legal entity that employed Employees (improperly including a Paso Robles, California post office  
14 on the statements); and (2) failing to maintain or produce upon Employees’ request either a  
15 duplicate of the itemized statements provided to Employees or a computer-generated record that  
16 accurately shows all of the required information. As indicated by Employer’s Statement of  
17 Information and other filings submitted to the California Secretary of State, the “address of the  
18 legal entity that is the employer” is 550 Front St., Avila Beach, CA 93424.

19 ///

20 ///

21 ///

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

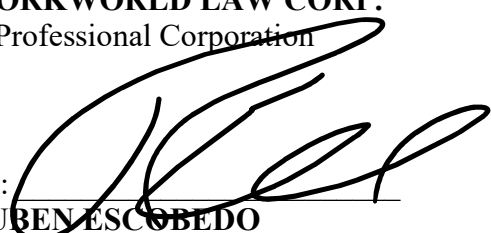
**PRAYER**

WHEREFORE, Plaintiff and Employees pray for judgment against Defendants, as follows:

1. For civil penalties pursuant to Labor Code sections 2698, *et seq.* in an amount to be ascertained at trial exceeding \$25,000.
2. For reasonable costs and attorneys' fees; and
3. For such other and further relief as the Court deems proper.

DATED: May 31, 2022

**WORKWORLD LAW CORP.**  
A Professional Corporation

By:   
**RUBEN ESCOBEDO**  
Attorneys for ALEJANDRA CAMARGO  
as Private Attorney General