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Assigned for All Purposes
Judge David A. Hoffer

CX-103

Attorney for Plaintiff VANESSA ROSE PHILLIPS
as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

VANESSA ROSE PHILLIPS, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

OM HOTELS SANTA ANA LLC, a California
Limited Liability Company doing business as
La Quinta Inn & Suites Orange County
Airport;; OM HOTELS IRVINE LLC, a
California Limited Liability Company doing
business as La Quinta Inn & Suites; OM
HOTELS LA PALMA LLC, a California
Limited Liability Company doing business as
La Quinta Inn & Suites; OM HOTELS
ONTARIO LLC, a California Limited Liability
Company doing business as La Quinta Inn &
Suites Ontario Airport; and DOES 1 through
100, inclusive

Defendants

CASE NO.: 30-2025-01516948-CU-OE-CXC

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff VANESSA ROSE PHILLIPS (“Plaintiff” or “Employee”), as an aggrieved
2 employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’
3 General Act of 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against OM HOTELS SANTA
7 ANA LLC doing business as La Quinta Inn & Suites Orange County Airport, and any of its
8 respective subsidiaries or affiliated companies within the State of California (“OM HOTELS
9 SANTA ANA”); OM HOTELS IRVINE LLC doing business as La Quinta Inn & Suites, and any
10 of its respective subsidiaries or affiliated companies within the State of California (“OM HOTELS
11 IRVINE LLC”); OM HOTELS LA PALMA LLC doing business as La Quinta Inn & Suites, and
12 any of its respective subsidiaries or affiliated companies within the State of California (“OM
13 HOTELS LA PALMA ”); OM HOTELS ONTARIO LLC doing business as La Quinta Inn & Suites
14 Ontario Airport, and any of its respective subsidiaries or affiliated companies within the State of
15 California (“OM HOTELS ONTARIO LLC”); as a proxy of the Labor and Workforce Development
16 Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former
17 non-exempt employees of Defendants working within the Civil Penalty Period, as further defined
18 herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code.
19 Specifically, in connection with the alleged claims for failure to comply with Labor Code sections
20 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432.3,
21 432.5, 432.7, 432.8, 510, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198,
22 1197, 1197.1, 1197.5, 2800, 2802, 2699, Business and Professions Code sections 16700, and 17200,
23 as well as applicable Wage Orders. Plaintiff seeks to represent all employees of OM HOTELS
24 SANTA ANA LLC doing business as La Quinta Inn & Suites Orange County Airport, and any of
25 its respective subsidiaries or affiliated companies within the State of California (“OM HOTELS
26 SANTA ANA”); OM HOTELS IRVINE LLC doing business as La Quinta Inn & Suites, and any
27 of its respective subsidiaries or affiliated companies within the State of California (“OM HOTELS
28 IRVINE LLC”); OM HOTELS LA PALMA LLC doing business as La Quinta Inn & Suites, and

1 any of its respective subsidiaries or affiliated companies within the State of California (“OM
2 HOTELS LA PALMA ”); OM HOTELS ONTARIO LLC doing business as La Quinta Inn & Suites
3 Ontario Airport, and any of its respective subsidiaries or affiliated companies within the State of
4 California (“OM HOTELS ONTARIO LLC ”); and each of them, DOES 1 through 100, as well as
5 their parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants” or “Employer”)
6 working within three years preceding the date of filing Notice with the LWDA and continuing past
7 the date of the LWDA Notice filing into perpetuity (“Civil Penalty Period”). On all other claims
8 mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working
9 within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved
10 Employees” herein.

11 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
12 of Civil Procedure section 410.10.

13 3. Venue is proper in Orange County, California pursuant to Code of Civil Procedure
14 sections 392, *et seq.* because, among other things, Orange County is where the causes of action
15 complained of herein arose; the county in which the employment relationship began; the county in
16 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
17 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
18 and Defendants was actually performed; and the county in which Defendants, or some of them,
19 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
20 Employees in Orange County, and because Defendants employ Aggrieved Employees in Orange
21 County.

22 4. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
23 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
24 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
25 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
26 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
27 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
28 Penalty Period.

1 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
2 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
3 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
4 PAGA allegations described herein is not required.

5 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
6 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432.3,
7 432.5, 432.7, 432.8, 510, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198,
8 1197, 1197.1, 1197.5, 2800, 2802, 2699, Business and Professions Code sections 16700, and 17200,
9 as well as applicable Wage Orders.

10 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
11 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
12 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
13 specified in Labor Code section 2699.3.

14 8. On or around January 6, 2025, Plaintiff provided written notice pursuant to Labor
15 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
16 violation of various, including the herein-described provisions of the Labor Code, to the LWDA, as
17 well as by certified mail, with return receipt requested to Defendants, and each of them.

18 9. On or around February 24, 2025, Plaintiff provided an amended written notice
19 pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested,
20 of Defendants' violation of various, including the herein-described provisions of the Labor Code,
21 to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
22 them.

23 10. To the extent Defendants, or either of them, previously used the notice and cure
24 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
25 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
26 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
27 conference process pursuant to section 2699.3(f).

28 11. In the event that Defendants, or either of them, is/are determined to have satisfied

1 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
2 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
3 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

4 12. In the event that Defendants, or either of them, is/are determined to have, prior to
5 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
6 and/or her counsel, adequately taken all reasonable steps to be in compliance with all provisions
7 identified in this notice, said defendants are still liable for civil penalties pursuant to section
8 2699(g)(1)-(3).

9 13. In the event that Defendants, or either of them is/are deemed to have adequately taken
10 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
11 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
12 Code section 2699(h)(1)-(3).

13 14. Plaintiff is further informed and believes that within five (5) years of any of
14 violations described above, the LWDA or a court has issued a finding or determination to the
15 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
16 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
17 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were
18 found to have unlawfully committed some or all of the above-related Labor Code violations, and
19 thus is/are subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i),
20 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code
21 sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice.
22 Regardless, as the Defendants' conduct giving rise to the violations detailed herein was and is
23 malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under
24 Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are
25 **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either
26 prior to or after the Employer's receipt of this notice.

27 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)

1 calendar days of the January 6, 2025, or the February 24, 2025, postmarked date of the herein-
2 described notices sent by Plaintiff to the LWDA and Defendants.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
6 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
7 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
8 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
9 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
10 clock, including, without limitation, by: requiring employees: to come early to work and leave late
11 work without being able to clock in for all that time, to suffer under Employer's control due to long
12 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
13 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
14 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
15 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
16 checks off the clock; failing to include all forms of remuneration, including non-discretionary
17 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
18 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
19 additional compensation was earned for the purpose of calculating the overtime rate of pay;
20 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
21 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
22 overtime as required by Labor Code section 226.2, and by attempting but failing to properly
23 implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to
24 implement a written agreement designating the regularly scheduled alternative workweek in which
25 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
26 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
27 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
28 AWS election; and/or failing to register an AWS election with the State of California, as required

1 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other
2 Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon
3 alleges, that Employer violated Labor Code sections 223, 551, 552, 1194, 1198 and applicable Wage
4 Orders based on its practice of providing total compensation that is less than the required legal
5 overtime compensation for the overtime worked, entitling Employee and other aggrieved employees
6 to damages, including, without limitation, at least one hour of unpaid overtime wages each day
7 worked by each Aggrieved Employee during the Civil Penalty Period. Employee further informed
8 and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations
9 was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant
10 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive
11 relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties
12 pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
14 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
15 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
16 control every day as a result of, without limitation, failing to accurately track and/or pay for all
17 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
18 including, without limitation, by requiring employees: to come early to work and leave late work
19 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
20 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
21 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
22 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
23 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
24 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
25 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
26 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
27 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
28 Employees were required to report to work, and did report, but were not put to work and/or were

1 furnished less than half their usual or scheduled day's work without being paid for half the usual or
2 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
3 thereon alleges, that Defendants violated, without limitation, Labor Code sections 1197, 1182.12,
4 Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours
5 worked, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
6 Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages under,
7 without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at least one
8 unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Employee
9 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
10 to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil
11 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
12 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
13 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
17 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof including, each workday, without limitation: interrupting meal periods;
19 not providing timely meal periods; failing to provide first and second meal periods; providing short
20 meal periods, including without, limitation meal periods that were recorded for less than thirty
21 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
22 practice were shorter than thirty minutes due to time required to walk to and from a suitable break
23 area, time spent having to wait in line to clock back in, having to don and doff safety gear during
24 the meal period, having to undergo security or bag checks during the meal period, and /or having to
25 retrieve and store personal belongings during the meal period; requiring that employees carry
26 cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the
27 premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that
28 could not be auto-deducted by law or during which employees worked. Plaintiff and other

1 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
2 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
3 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each
4 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
5 worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
6 informed and believes that those premium payments under Labor Code section 226.7 were not made,
7 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
8 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
9 timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant
10 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
11 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
12 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
13 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
14 Code section 2699(f)(2)(B)(ii).

15 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
17 including, without limitation, work over four-hour periods (or major fractions thereof) without
18 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
19 and complete ten-minute rest periods in which the employees are completely relieved of all of their
20 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
21 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
22 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
23 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
24 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
25 retrieve and store personal belongings during the rest period, and/or having to undergo security or
26 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
27 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
28 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the

1 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
2 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
3 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
4 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
5 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
6 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
7 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
8 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
9 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
10 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
11 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
12 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
13 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
14 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
15 to Labor Code section 2699(f)(2)(B)(ii).

16 20. As a result of, among other things, Defendants' herein-described policy or practice
17 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
18 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
19 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
20 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
21 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
22 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
23 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
24 name of the employee and only the last four digits of their social security number or an employee
25 identification number other than a social security number; all deductions; all applicable hourly rates
26 in effect during the pay period and the corresponding number of hours worked at each hourly rate
27 by the employee; OM Hotels Santa Ana LLC dba La Quinta Inn & Suites Orange County Airport
28 19318 Bloomfield Ave Cerritos, CA 90703; OM Hotels Irvine LLC dba La Quinta Inn & Suites

1 19318 Bloomfield Ave Cerritos, CA 90703; OM Hotels La Palma LLC dba La Quinta Inn & Suites
2 19318 Bloomfield Ave Cerritos, CA 90703l OM Hotels Ontario LLC dba La Quinta Inn & Suites
3 Ontario Airport 19318 Bloomfield Ave Cerritos, CA 90703 and other such information as required
4 by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed to furnish
5 employees with itemized wage statements that accurately reflect the hours worked by Plaintiff and
6 other Aggrieved Employees and the rates of pay at which they were or should have been paid
7 (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross
8 and net wages earned and paid at each rate, as well. Consequently, Employee is informed and
9 believes, and based thereon alleges, that Employer violated Labor Code sections 226, and 1198 each
10 day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each
11 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
12 section 226 for each pay period worked during the PAGA Period. Plaintiff is informed and believes
13 that those penalties under Labor Code section 226 were not paid for these violations of Labor Code
14 section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
15 226.3, 558, 1198, and 2699. Plaintiff is further informed and believes, and based thereon alleges,
16 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
17 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
18 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
19 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
21 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
22 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
23 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
24 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
25 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
26 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
27 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
28 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor

1 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
2 informed and believes that those penalties under Labor Code section 203 were not made for these
3 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
4 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
5 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
6 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 22. Plaintiff is informed and believes and based thereon alleges that Defendants had and
10 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
11 off and vacation time owed upon separation of employment as wages at their final rate of pay in
12 violation of Labor Code section 227.3 and applicable Wage Orders. Plaintiff is thus informed and
13 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
14 As such, Plaintiff and other Aggrieved Employees have personally suffered these violations and
15 Defendants would be liable for civil penalties for violation of Labor Code section 227.3 under Labor
16 Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
17 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
18 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
19 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 23. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
22 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
23 of any calendar month shall be paid for between the 16th and 26th day of the month during which
24 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
25 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
26 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
27 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
28 sections 204 and 1198. As such, Plaintiff is informed and believes and based thereon alleges that

1 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
2 personally suffered these violations. Plaintiff further informed and believes, and based thereon
3 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
4 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
5 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
6 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
9 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
10 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
11 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
12 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
13 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
14 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
15 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
18 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
19 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
20 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
21 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
22 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
23 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
24 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
25 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
26 card payment processing fees that may be charged to the employer by the credit card company by
27 not later than the regular payday following the date the patron authorized the credit card. In addition,
28 Defendants failed to keep accurate records of all gratuities received by Defendants and made those

1 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
2 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
3 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
4 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
5 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
6 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
7 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
8 pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
10 have a policy or practice of failing to provide all working employees, including without limitation
11 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
12 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
13 place an adequate number of seats in reasonable proximity to the work area and/or permitted
14 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
15 performance of their duties when employees are not engaged in the active duties of their
16 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
17 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
18 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
19 Employees have personally suffered violations thereto and Defendants would be liable for civil
20 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
22 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
23 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
25 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
26 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
27 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
28 Employees from disclosing their wages in negotiating a new job with a prospective employer, and

1 from disclosing who else works with Defendants and under what circumstances that they might be
2 receptive to an offer from a rival employer.

3 28. As such, Plaintiff is informed and believes that this violates Business and Professions
4 Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor
5 Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that
6 Plaintiff and other Aggrieved Employees have personally suffered these violations. Plaintiff is
7 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
8 to such violations was malicious, fraudulent, or oppressive. Defendants would be liable for civil
9 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
10 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
11 Code section 2699(f)(2)(B)(ii).

12 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
14 violations of state and federal law, either within Defendants to their managers or outside of
15 Defendants to private attorneys or government officials, among others, in violation of Business and
16 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
17 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
18 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
19 from disclosing information about unsafe or discriminatory working conditions, or about wage and
20 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
21 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
22 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
23 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
24 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
25 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
26 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in

1 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
2 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
3 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
4 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
5 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
6 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
7 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
8 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
9 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
10 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
11 Code section 2699(f)(2)(B)(ii).

12 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
14 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
15 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
16 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
17 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
18 employment, to adopt or follow or refrain from adopting or following a particular course or line of
19 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
20 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
21 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
22 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
23 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
24 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
25 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
26 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
28 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or

1 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
2 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
3 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
4 purported confidentiality agreements, purported severance agreements, or purported release
5 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
6 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
7 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
8 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
9 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
10 their work with Defendants, including but not limited to their wages and working conditions.
11 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
12 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
13 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
14 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
15 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
16 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
17 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
18 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
19 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
20 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
21 Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a practice or policy of conducting unlawful background checks on prospective and current
25 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
26 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
27 without limitation: requiring job applicants and employees to disclose their conviction history before
28 Defendants made a conditional offer of employment; inquiring into or considering the conviction

1 history of applicants before Defendants made any conditional offers of employment; considering,
2 distributing, or disseminating information about arrests not followed by conviction, referrals to or
3 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
4 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
5 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
6 conducting conviction history background checks in connection with any applications for
7 employment; intending to deny an applicant a position of employment solely or in part because of
8 the applicant's conviction history; and asking applicants for employment to disclose, through any
9 written form or verbally, information concerning or related to an arrest, detention, processing,
10 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
11 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
12 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
13 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
14 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
15 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
16 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
17 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
18 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
19 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
20 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a practice or policy of relying on the salary history information of an applicant for
23 employment as a factor in determining whether to offer employment to an applicant or what salary
24 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
25 application for employment, an inquiry regarding current and/or former salary history information,
26 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
27 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
28 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that

1 Employer has failed to pay its employees at wage rates less than those paid to employees of the
2 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
3 composite of skill, effort, and responsibility, and/or performed under similar working conditions
4 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
5 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
6 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
7 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
8 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
9 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
10 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
11 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
12 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
13 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
14 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
15 Labor Code section 2699(f)(2)(B)(ii).

16 35. Employee also alleges that Aggrieved Employees personally suffered these
17 violations, and that Aggrieved Employees are entitled to damages. Plaintiff further informed and
18 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
19 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
20 Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive
21 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
22 pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 36. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
24 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees
25 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified
26 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
27 required to be provided pursuant to California and local laws. Plaintiff is further informed and
28 believes that the sick pay was not provided at the proper regular of pay as required under California

1 law due to failure to properly calculate the regular rate. Plaintiff is additionally informed and
2 believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves
3 a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that
4 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such,
5 Plaintiff and other Aggrieved Employees have personally suffered violations under these sections
6 and Defendants would be liable for civil penalties for violation of the paid sick leave regulations
7 under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
8 and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon
9 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
10 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 37. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
13 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
14 statements and similar payroll documents under Labor Code section 226, documents signed to
15 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
16 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
17 other aggrieved employees to calculate their unpaid wages and/or premium payments. Defendants
18 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request on
19 December 19, 2024, in violation of these Labor Code sections. Plaintiff and the Aggrieved
20 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
21 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
22 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
23 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
24 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
25 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 38. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
27 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
28

1 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
2 Employees pursuant to PAGA.

3 **PARTIES**

4 **A. Plaintiff**

5 39. Plaintiff VANESSA ROSE PHILLIPS is a resident of the State of California. At all
6 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
8 greeting customers, checking guests in and out, and making reservations. Plaintiff is informed and
9 believes, and based thereon alleges, that Plaintiff VANESSA ROSE PHILLIPS worked for
10 Defendants from approximately March of 2024 through to August of 2024.

11 **B. Defendants**

12 40. Plaintiff is informed and believes and based thereon alleges that defendant OM
13 HOTELS SANTA ANA is, and at all times relevant hereto was, a Limited Liability Company
14 organized and existing under and by virtue of the laws of the State of California and doing business
15 in the Orange County, State of California. At all relevant times herein, HOTELS SANTA ANA
16 employed Plaintiff and similarly situated employees within the State of California.

17 41. Plaintiff is informed and believes and based thereon alleges that defendant OM
18 HOTELS IRVINE is, and at all times relevant hereto was, a Limited Liability Company organized
19 and existed under and by virtue of the laws of the State of California and doing business in the
20 Orange County, State of California. At all relevant times herein, OM HOTELS IRVINE employed
21 Plaintiff and similarly situated employees within the State of California.

22 42. Plaintiff is informed and believes and based thereon alleges that defendant OM
23 HOTELS LA PALMA is, and at all times relevant hereto was, a Limited Liability Company
24 organized and existed under and by virtue of the laws of the State of California and doing business
25 in the Orange County, State of California. At all relevant times herein, OM HOTELS LA PALMA
26 employed Plaintiff and similarly situated employees within the State of California.

27 43. Plaintiff is informed and believes and based thereon alleges that defendant OM
28 HOTELS ONTARIO is, and at all times relevant hereto was, a Limited Liability Company

1 organized and existing under and by virtue of the laws of the State of California and doing business
2 in the Orange County. At all relevant times herein, OM HOTELS ONTARIO, employed Plaintiff
3 and similarly situated employees within the State of California.

4 44. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
6 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
7 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
8 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
10 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
11 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
12 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
13 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
14 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants” or
15 “Employer” it shall include OM HOTELS SANTA ANA; OM HOTELS IRVINE; OM HOTELS
16 LA PALMA; OM HOTELS ONTARIO and any of their parent, subsidiary, or affiliated companies
17 within the State of California, as well as DOES 1 through 100 identified herein.

18 **JOINT LIABILITY ALLEGATIONS**

19 45. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 mentioned herein, each of the defendants was the agent, principal, employee, employer,
21 representative, joint venture or co-conspirator of each of the other defendants, either actually or
22 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
23 employment, joint venture, and conspiracy.

24 46. All of the acts and conduct described herein of each and every corporate defendant
25 was duly authorized, ordered, and directed by the respective and collective defendant corporate
26 employers, and the officers and management-level employees of said corporate employers. In
27 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
28 their said employees, agents, and representatives, and each of them; and upon completion of the

1 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
2 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
3 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
4 aforementioned corporate employees, agents and representatives.

5 47. Plaintiff is informed and believes, and based thereon alleges, that despite the
6 formation of the purported corporate existence of OM HOTELS SANTA ANA; OM HOTELS
7 IRVINE; OM HOTELS LA PALMA; OM HOTELS ONTARIO and DOES 1 through 50, inclusive
8 (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51 through
9 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons:

10 a. The Alter Ego Defendants are completely dominated and controlled by the
11 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
12 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
13 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
14 inequitable purpose;

15 b. The Individual Defendants derive actual and significant monetary benefits by
16 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
17 the funding source for the Individual Defendants' own personal expenditures;

18 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
19 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
20 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
21 accomplishing some other wrongful or inequitable purpose;

22 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
23 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
24 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
25 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
26 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
27 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
28 herein were, the alter egos of the Individual Defendants;

1 e. The recognition of the separate existence of the Individual Defendants from
2 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
3 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
4 and other statutory violations. The corporate existence of these defendants should thus be
5 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
6 and injustice to Plaintiff herein;

7 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
8 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
9 disregarded.

10 48. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
11 thereon alleges that Defendants, and each of them, are joint employers.

12 49. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
13 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
14 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
15 violations described herein, or some of them.

16 **FIRST AND ONLY CAUSE OF ACTION**

17 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

18 50. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
19 preceding paragraphs as though fully set forth hereat.

20 **Civil Penalties Under Labor Code § 210**

21 51. At all relevant times herein, Labor Code section 204, requires and required that:
22 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
23 between the 16th and 26th day of the month during which the labor was performed, and labor
24 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
25 between the 1st and 10th day of the following month.”

26 52. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
27 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
28 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

1 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
2 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

5 53. At all relevant times herein, Defendants have had a consistent policy or practice of
6 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
7 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
8 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
9 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
10 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
11 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
12 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
13 violation in connection with each payment that was made in violation of Labor Code section 204.

14 Civil Penalties Under Labor Code § 226.3

15 54. Defendants had and have a policy or practice of failing to comply with Labor Code
16 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
17 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
18 wages earned; the name and address of each employer with whom they have been placed to work;
19 all applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
21 entity securing the employer’s services if the employer is a farm labor contractor; and other such
22 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
23 to the extent it does not include for piece-rate work the information required therein including,
24 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
25 productive time and rest and recovery periods

26 55. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
27 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for

1 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

3 56. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
4 this section are in addition to any other penalty provided by law.”

5 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
6 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
7 statements as set forth in the preceding paragraphs.

8 58. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
9 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
10 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
11 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
12 period for each subsequent violation.

13 Violation of Labor Code § 558

14 59. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
15 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
16 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
17 penalty as follows:

18 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
19 pay period for which the employee was underpaid in addition to an amount sufficient
20 to recover underpaid wages;

21 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid in addition to
23 an amount sufficient to recover underpaid wages;

24 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

25 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
28 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the

1 regular payday designated by employer, the name of the employer, including any “doing business
2 as” names used, the name, address, and telephone number of the workers’ compensation insurance
3 carrier, information regarding paid sick leave, and other pertinent information.

4 61. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
6 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
7 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

9 Violation of Labor Code § 1174.5

10 62. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
11 every person employing labor in California to “[a]llow any member of the commission or the
12 employees of the Division of Labor Standards Enforcement free access to the place of business or
13 employment of the person to secure any information or make any investigation that they are
14 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
15 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
16 or papers of the person.”

17 63. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
18 every person employing labor in California to “[k]eep a record showing the names and addresses of
19 all employees employed and the ages of all minors.”

20 64. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
21 every person employing labor in California to “[k]eep, at a central location in the state or at the
22 plants or establishments at which employees are employed, payroll records showing the hours
23 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
24 piece rate paid to, employees employed at the respective plants or establishments. These records
25 shall be kept in accordance with rules established for this purpose by the commission, but in any
26 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
27 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
28 earned.”

65. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

66. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

67. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

68. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
6 Section 203, recovered pursuant to this section shall be paid to the affected
7 employee.”

8 69. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
9 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
10 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
11 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
12 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
13 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
14 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
15 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

16 70. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
19 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
20 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
21 subsequent violation.

22 Civil Penalties Under Labor Code § 2699

23 71. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
24 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
25 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
26 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures specified in Labor Code section 2699.3.

72. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

73. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

74. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

PRAYER

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

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- C. For equitable, including, without limitation, injunctive relief;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: October 6, 2025

BIBIYAN LAW GROUP, P.C.

BY: /s/ Robert D. Wilson III
Robert D. Wilson III

Attorneys for Plaintiff VANESSA ROSE
PHILLIPS, as an aggrieved employee, and on
behalf of all other aggrieved employees under
the Labor Code Private Attorneys' General
Act of 2004