

1 Eric K. Yaeckel [CSB No. 274608]

2 [yaeckel@sullivanlawgroupapc.com](mailto:yaeckel@sullivanlawgroupapc.com)

3 Ryan T. Kuhn [CSB No. 324538]

4 [ryan@sullivanlawgroupapc.com](mailto:ryan@sullivanlawgroupapc.com)

5 Cody D. Archer [CSB No. 361361]

6 [cody@sullivanlawgroupapc.com](mailto:cody@sullivanlawgroupapc.com)

7 **SULLIVAN & YAECKEL LAW GROUP, APC**

8 2330 Third Avenue

9 San Diego, California 92101

10 (619) 702-6760 \* (619) 702-6761 FAX

ELECTRONICALLY FILED

Superior Court of California,  
County of San Diego

7/1/2025 4:21:02 PM

Clerk of the Superior Court

By A. Irving ,Deputy Clerk

11 Attorneys for Plaintiff ANNA MILTON in a Representative capacity, and on behalf of other members  
12 of the general public similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF SAN DIEGO**

15 ANNA MILTON in a Representative  
16 capacity, and on behalf of other members of  
17 the general public similarly situated,

18 Plaintiff,

19 v.

20 EVANS HOTELS, LLC, a California  
21 Limited Liability Company; THE LODGE  
22 AT TORREY PINES PARTNERSHIP, L.P.,  
23 a California Limited Partnership, and DOES  
24 1-10, inclusive

25 Defendants

CASE NO 25CU035598C

**COMPLAINT FOR:**

1. **MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
2. **MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
3. **OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
4. **WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 et seq.**
5. **FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 et seq.**
6. **IMPROPER TIP POOLING VIOLATIONS PURSUANT TO LABOR CODE §§ 351 AND 353**
7. **FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 et seq.**
8. **FAILURE TO PROVIDE LACTATION BREAKS AND ACCOMODATIONS PURSUANT TO LABOR CODE §§ 226.7, 1030, 1031, 1033 et seq.**

COMES NOW Plaintiff ANNA MILTON ("Plaintiff"), in a Representative capacity, on behalf of all aggrieved employees, and on behalf of other members of the general public similarly situated, and alleges for her complaint as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff's injuries occurred in the County of San Diego, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant EVANS HOTELS, LLC (Referred to herein as "Defendants" or "Evans"), was and is a California Limited Liability Company doing business throughout the state, including the County of San Diego, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant THE LODGE AT TORREY PINES, L.P. (Referred to herein as "Defendants" or "Evans"), was and is a California Limited Partnership doing business throughout the state, including the County of San Diego, State of California. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege their true names and capacities after the same have been ascertained.
4. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants,

1 and in doing the actions mentioned below, was acting within the course and scope of his or her  
2 authority as such agent, servant, partner, and employee with the permission and consent of the  
3 co-defendants. Plaintiff's injuries as herein alleged were proximately caused by said  
4 defendants. Wherever it is alleged herein that any act or omission was done or committed by  
5 any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does  
6 allege that the same act or omission was also done and committed by each and every defendant  
7 named as a DOE, both separately and in concert with the named Defendant or Defendants.

- 8 5. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them,  
9 including DOES 1 through 10, are and at all times herein mentioned were either individuals,  
10 sole proprietorships, partnerships, registered professionals, corporations, alter egos or other  
11 legal entities which were licensed to do and/or were doing business in the County of San  
12 Diego, State of California at all times relevant to the subject matter of this action.

13 **FACTUAL BACKGROUND**

- 14 6. Plaintiff was employed by Defendants from approximately June 2022 through August 2024.  
15 Throughout her employment with Defendants, Plaintiff had performed her job in a capable, and  
16 competent manner.
- 17 7. Throughout the term of their employment, Plaintiff and all other aggrieved employees were,  
18 and currently are, denied the benefits and protections of the Labor Code due to Defendants'  
19 institutionalized pay practices, standard as to all of Defendants' California-based employees.
- 20 8. On March 14, 2025, counsel for Plaintiff prepared and submitted via online filing a letter to  
21 the California Labor & Workforce Development Agency ("LWDA"). A copy of the letter was  
22 mailed to Defendants, via USPS Certified Mail. The letter contained the specific provisions  
23 of the California Labor Code and Business and Professions Code violated by Defendants, as  
24 well as the facts and theories in support of Plaintiff's claims. (Please see **Exhibit 1**, a true and  
25 correct copy of this letter.)
- 26 9. The statutory time period for the LWDA to investigate and/or respond, and for the employer  
27 to respond, has concluded.
- 28

## REPRESENTATIVE ALLEGATIONS

10. As more specifically set forth below, Plaintiff brings this action in a representative capacity on behalf of all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699; *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Plaintiff is proceeding in a representative capacity under PAGA. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were denied the protections and benefits of the Labor Code due to Defendants' standard practices. Throughout their employment, Plaintiff and all other aggrieved employees were and are denied full and accurate compensation, including overtime compensation, in violation of, *inter alia*, Labor Code sections 510, 1194, and 1197. Plaintiff and the other aggrieved employees were and are denied Meal and Rest Periods and Meal and Rest Period payments, in violation of, *inter alia*, Labor Code sections 226.7 and 512. Defendants failed to furnish accurate itemized wage statements in violation of, *inter alia*, Labor Code section 226. Defendants failed to reimburse Plaintiff and other aggrieved employees for necessary business expenditures in violation of, *inter alia*, Labor Code section 2802. Defendants failed to provide all compensation due at termination of employment in violation of, *inter alia*, Labor Code sections 201 through 203.

11. Plaintiff brings this action on the grounds that she and other current and former aggrieved employees of Defendants were and are improperly denied the mandated wages resulting from the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The number of current and former aggrieved employees is believed to exceed One Thousand (1000) members.

12. The approximately One Thousand (1000) aggrieved employees are comprised of Defendants' current or former California-based employees.

13. The questions of law and fact common to all aggrieved employees arising from Defendants' actions include, among others, the following:

- a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and double time wages due and owing to them;
- b. Whether Defendants failed to pay its employees all compensation due and owing at

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- termination of employment;
- c. Whether Defendants failed to provide its employees with statutorily-compliant Meal and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and 226.7, in that Defendants’ written policies are not compliant with California law, and Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
  - d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in accordance with law;
  - e. Whether Defendants failed to properly calculate and pay its employees overtime compensation or Meal and Rest Period Premiums in accordance with law by failing to properly calculate, into the Regular Rate of Pay, the value of all employee benefits and other non-discretionary compensation;
  - f. Whether Defendants failed to properly reimburse its employees for necessary business expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of Labor Code section 2802; and
  - g. Whether Defendants failed to provide Plaintiff and other nonexempt employees with all tips due and owing to them, in violation of Labor Code section 351 and 353.
14. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial Welfare Commission Wage Orders of the State of California, including, but not limited to, California Labor Code section 2698 *et seq.*
15. At all times mentioned herein, Defendants are and were “employers” as that term is used within the relevant sections of the California Labor Code.
16. Plaintiff has exhausted her administrative remedies and pre-filing requirements pursuant to California Labor Code section 2699.3, and has also fulfilled all notice requirements under the statute.
17. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to Defendants’ standard practices. Said violations are set forth below.

**FIRST CAUSE OF ACTION**  
**Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.**  
**Representative Action**  
**(By Plaintiff against Defendants and DOES 1 through 10)**

18. Plaintiff hereby incorporates by reference paragraphs 1 through 17 as though fully set forth herein.
19. Labor Code section 1198 states:
- The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.
- Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.
20. Under applicable California law, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a Meal Period of not less than 30 minutes [...] An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second Meal Period of not less than 30 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11050 (11)(A).
21. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal Period shall be considered an “on duty” Meal Period and counted as time worked. 8 Cal. Code Regs. § 11050 (11).
22. California law requires employers to provide nonexempt employees with a 10-minute Rest Period for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11050 (11).
23. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage Order must pay the employee one additional hour of pay at the employee’s regular rate of pay for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11050 (11), (12).
24. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period policies.

- 1 25. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy,  
2 and makes no attempt to ensure that its employees are either timely or wholly provided Meal  
3 Periods or Rest Periods. As a an example, Time Records (produced and verified by Evans)  
4 show that on July 4, 2024, Plaintiff started a shift at 8:30 a.m. and then ended this shift at 2:58  
5 p.m. On this date, Plaintiff worked a shift lasting 8 hours and 28 minutes without receiving a  
6 Meal Period. Further, Evans Wage Statements indicate two Meal Period violations for this Pay  
7 Period, but only one California Meal Period Penalty was paid for this Pay Period. (Please see  
8 **Exhibit 1: Exhibit A therein**).
- 9 26. Defendants would also pressure employees to either skip, or cut short, Meal Periods and Rest  
10 Periods, based on workload volume and coverage issues.
- 11 27. In addition, Defendants had notice of Plaintiff working outside of her scheduled and/or  
12 reported hours, as well as within Meal and Rest Periods, but failed to provide any  
13 compensation for this work-time.
- 14 28. Defendants willfully failed and refused to pay Plaintiff and all other aggrieved employees one  
15 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period  
16 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 5 § (11),  
17 (12).
- 18 29. Any payments made by Defendants for non-compliant Meal Periods were not paid at the  
19 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage  
20 Orders. Instead, these payments were made at an employee's base rate and did not include the  
21 value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for  
22 example, non-discretionary compensation and other employee benefits.
- 23 30. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor  
24 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be  
25 proven at trial.
- 26 31. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on  
27 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,  
28 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these

1 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below  
2 Prayer For Relief.

3 32. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
4 pursuant to Labor Code sections 2699(a) for each of these employees.

5 33. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code  
6 section 2699(g)(1).

7 **SECOND CAUSE OF ACTION**  
8 **Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.**  
9 **Representative Action**  
10 **(By Plaintiff against Defendants and DOES 1 through 10)**

11 34. Plaintiff hereby incorporates by reference paragraphs 1 through 33 as though fully set forth  
12 herein.

13 35. Defendants failed to pay its employees all compensation due in violation of, among other  
14 statutes, Labor Code section 1197. California law holds that the failure to pay for any work  
15 time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal.  
16 App.4th 314, 323. These violations were caused by and through Defendants' failure to  
17 maintain accurate Time Records (as required by California law), to the detriment of the  
18 employees. Specifically, although Defendants would receive "to-the-minute" start and end  
19 times (from their employees' mandated timekeeping practices), Defendants would thereafter  
20 alter - and deduct time from - the Time Records, prior to payment of compensation to the  
21 employees. Additionally, the right to receive the proper minimum wage compensation was  
22 impacted by Defendants knowingly failing to consider other work performed by the employees,  
23 including all time employees were under Defendants' control. These actions, and instructions,  
24 caused the employees to lose compensation, including proper minimum wage compensation  
25 and overtime compensation.

26 36. As a result of Defendants' failure to comply with the provisions of the Labor Code, Plaintiff  
27 and all other aggrieved employees have been damaged in an amount to be proven at trial.

28 37. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on  
behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,

1 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these  
2 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below  
3 Prayer For Relief.

4 38. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
5 pursuant to Labor Code sections 2699(a) for each of these employees.

6 39. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code  
7 section 2699(g)(1).

8 **THIRD CAUSE OF ACTION**  
9 **Overtime Violations Pursuant to Labor Code § 2698 et seq.**  
10 **Representative Action**  
11 **(By Plaintiff against Defendants and DOES 1 through 10)**

12 40. Plaintiff hereby incorporates by reference paragraphs 1 through 39 as though fully set forth  
13 herein.

14 41. Defendants failed to pay Plaintiff and all other aggrieved employees all compensation,  
15 including overtime compensation, due in violation of, among other statutes, Labor Code  
16 section 510. These violations occurred due to Defendants' illegal policies, referenced above,  
17 whereby employees experienced monetary under-compensation. The systematic failure to  
18 provide proper overtime compensation is a violation of California law.

19 42. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring  
20 certain compensation when calculating the Regular Rate of Pay including, but not limited to,  
21 various forms of bonus and/or incentive pay, and the value of employee benefits and employee  
22 discounts, in violation of Labor Code section 510.

23 43. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor  
24 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be  
25 proved at trial.

26 44. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on  
27 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,  
28 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these  
penalties pursuant to Labor Code section 2699, as more specifically set forth in the below

1 Prayer For Relief.

2 45. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
3 pursuant to Labor Code sections 2699(a) for each of these employees.

4 46. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code  
5 section 2699(g)(1).

6 **FOURTH CAUSE OF ACTION**  
7 **Wage Statement Violations Pursuant to Labor Code § 2698 et seq.**  
8 **Representative Action**  
9 **(By Plaintiff against Defendants and DOES 1 through 10)**

10 47. Plaintiff hereby incorporates by reference paragraphs 1 through 46 as though fully set forth  
11 herein.

12 48. Defendants failed to provide Plaintiff and all other aggrieved employees with accurate itemized  
13 wage statements in violation of, among other statutes, Labor Code section 226. These  
14 violations include, but are not limited to, Defendants' failure to accurately identify all  
15 applicable regular and overtime (including double-time) rates of pay in violation of section  
16 226(a)(9), and providing inaccurate representations of both "gross" and "net wages."  
17 Defendants also failed to accurately list "all applicable hourly rates in effect during the pay  
18 period and the corresponding number of hours worked at each hourly rate," in violation of  
19 226(a)(9). Defendants also failed to provide an accurate showing of the "total hours worked,"  
20 in violation of Labor Code section 226(a)(2). For example, Defendants had notice of  
21 employees working outside of their scheduled and/or reported hours, as well as within Meal  
22 and Rest Periods, but did not provide compensation.

23 49. Further, the Defendants' wage statement listings are confusing and employees cannot readily  
24 ascertain their total hours worked, applicable rates, and all gross and net wages. As one  
25 example, Defendants are apparently using a time calculating system other than "minutes", but  
26 without explanation to the employees within the wage statement.

27 50. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor  
28 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be  
proven at trial.

1 51. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on  
2 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,  
3 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these  
4 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below  
5 Prayer For Relief.

6 52. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
7 pursuant to Labor Code sections 2699(a) for each of these employees.

8 53. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code  
9 section 2699(g)(1).

10 **FIFTH CAUSE OF ACTION**  
11 **Failure to Reimburse Pursuant to Labor Code § 2698 et seq.**  
12 **Representative Action**  
13 **(By Plaintiff against Defendants and DOES 1 through 10)**

14 54. Plaintiff hereby incorporates by reference paragraphs 1 through 53 as though fully set forth  
15 herein.

16 55. Defendants failed to reimburse their employees for all necessary business expenditures  
17 incurred in direct consequence of the discharge of their duties in violation of, among other  
18 statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants'  
19 standard policies which require its employees to incur mileage and to use their own cell phones  
20 for work-related purposes, without reimbursement.

21 56. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor  
22 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be  
23 proven at trial.

24 57. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on  
25 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,  
26 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these  
27 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below  
28 Prayer For Relief.

58. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants

pursuant to Labor Code sections 2699(a) for each of these employees.

59. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

**SIXTH CAUSE OF ACTION**  
**Improper Tip Pooling Violations Pursuant to Labor Code sections 351 and 353**  
**Representative Action**  
**(By Plaintiff against Defendants and DOES 1 through 10)**

60. Plaintiff hereby incorporates by reference paragraphs 1 through 59 as though fully set forth herein.

61. Throughout the applicable time period, Plaintiff and other aggrieved employees were denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby.

62. Defendants failed to provide Plaintiff and other nonexempt employees with all tips due and owing to them, in violation of Labor Code section 351. The violations were caused, in part, by Defendants illegal "tip pooling" system, whereby Defendants and their agents would improperly collect, with-hold and/or take a portion of the gratuities from the gratuities paid, given to, or left for the employees. Defendants and their agents would also fail to timely provide for the remuneration of gratuities provided via credit or debit card. Defendants also failed to keep accurate records of all gratuities received, in violation of Labor Code section 353.

63. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other employees have been damaged in an amount to be proven at trial.

64. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and pray for leave of court to amend this Complaint when the amounts are more fully known.

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**SEVENTH CAUSE OF ACTION**  
**Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.**  
**Representative Action**  
**(By Plaintiff against Defendants and DOES 1 through 10)**

65. Plaintiff hereby incorporates by reference paragraphs 1 through 64 as though fully set forth herein.

66. Defendants failed to provide Plaintiff and other aggrieved employees with all wages earned and unpaid at termination in violation of, among other statutes, Labor Code sections 201 through 203. These violations resulted from, among other unlawful actions, Defendants' willful failure to provide accurate and complete compensation to aggrieved employees under Labor Code sections 226.7, 510, 512, 1197, and 2802, as set forth above.

67. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

68. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

69. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

70. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

**EIGHTH CAUSE OF ACTION**  
**Failure to Provide Lactation Breaks and Accommodations Pursuant to**  
**Labor Code §§ 226.7, 1030, 1031, 1033 et seq.**  
**Representative Action**  
**(By Plaintiff against Defendants and DOES 1 through 10)**

71. Plaintiff hereby incorporates by reference paragraphs 1 through 70 as though fully set forth herein.

72. Defendants failed to fully provide Plaintiff with "a reasonable amount of break time" to

1 express milk for her infant child in violation of Labor Code section 1030. Additionally,  
2 Plaintiff was not provided sanitary and/or private accommodations in violation of Labor Code  
3 section 1031. More Specifically, Plaintiff was required to use a dirty storage room located in  
4 a common area that did not provide privacy from other employees. Moreover, pursuant to  
5 Labor Code Section 1033, the denial of a break or adequate space to express breast milk may  
6 result in the recovery of one hour of pay at the employee's regular rate of pay for each violation  
7 under Labor Code section 226.7.

8 73. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor  
9 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be  
10 proven at trial.

11 74. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on  
12 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,  
13 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these  
14 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below  
15 Prayer For Relief.

16 75. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendants  
17 pursuant to Labor Code sections 2699(a) for each of these employees.

18 76. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code  
19 section 2699(g)(1).  
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of all aggrieved employees, prays for judgment as follows:

- 3 1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section  
4 2699(g)(1);
- 5 2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
- 6 3. For such other relief as the Court deems just and proper.
- 7

8 Dated: July 1, 2025

**SULLIVAN & YAECKEL LAW GROUP, APC**

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10 Eric K. Yaeckel

11 Ryan T. Kuhn

12 Cody D. Archer

13 Attorneys for Plaintiff ANNA MILTON in a  
14 Representative capacity, and on behalf of other  
15 members of the general public similarly situated  
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# Exhibit 1

**SULLIVAN & YAECKEL**  
**LAW GROUP**  
A PROFESSIONAL CORPORATION

2330 THIRD AVENUE  
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760  
FACSIMILE 619-702-6761

March 14, 2025

Labor and Workforce Development Agency  
Attn. PAGA Administrator

*Submitted Via Online Filing*

Re: **Anna Milton v. Evans Hotels, LLC; and The Lodge at Torrey Pines Partnership, L.P.**  
Our File No.: 7377

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Evans Hotels, LLC; and The Lodge at Torrey Pines Partnership, L.P., (collectively referred to as “Evans”), in the above referenced matter. This “written notice” is filed on behalf of Anna Milton (hereinafter referred to as “Plaintiff”) and all current and former non-exempt employees employed by Evans. Thank you for your assistance and instruction on this issue.

**Please Note:** In providing said notice, Plaintiff intends to proceed in a “representative capacity only.” Plaintiff is not seeking any individual relief. This is consistent with recent California Court of Appeal precedent. See *Balderas v Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533. However, Plaintiff is also aware of a potentially conflicting Court of Appeal Opinion in *Leeper v. Shipt, Inc.* (2024) Second Dist, Div One, Case No. B339670. The *Leeper* Court required a PAGA Plaintiff to proceed on a representative and individual basis. Accordingly, Plaintiff has also provided notice herein of individual labor code violations experienced by Plaintiff. Plaintiff will pursue penalties for these individual violations only in the event that future precedent, or a ruling from the Court, requires that Plaintiff proceed in an individual and representative basis.

The specific provisions alleged to have been violated by Evans are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 351, 353, 510, 511, 512, 1030-1033, 1194, and 2802, as well as IWC Wage Order 5, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11050 *et seq.*, or any other applicable wage orders.

**Facts and theories supporting the allegations:** Ms. Milton was employed as an employee for Evans from approximately June 6, 2022 through approximately August 2, 2024

Throughout the term of Plaintiff's employment, Evans required Plaintiff and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

**Minimum Wage and Overtime Violations**

- Evans failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 204, 1194, 510, IWC Wage Order 5, and/or any other applicable wage orders. This illegal action is due, in part, to Evans's policies of **(1)** failing to properly retain accurate Time Records, in violation of California law, and **(2)** failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Evans would instruct Plaintiff to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Evans would often require Plaintiff to work extended hours (beyond scheduled hours), without compensation. Further, Evans would regularly contact Plaintiff outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, Evans has notice of Plaintiff, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Plaintiff were frequently scheduled to be "On Call" outside of when their work shifts ended, but were never compensated for this time. Further, Evans failed to properly calculate and pay overtime at the actual overtime rate of pay, as Evans ignores certain compensation when calculating the Regular Rate of Pay.

**Failure to Provide Compliant Meal Periods**

- Evans failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, Evans does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day. As an example, Time Records (produced and **verified** by Evans) show that on July 4, 2024, Plaintiff started a shift at 8:30 a.m. and then ended this shift at 2:58 p.m. On this date, Plaintiff **worked a shift lasting**

**8 hours and 28 minutes** without receiving a Meal Period. Further, Evans Wage Statements indicate 2 Meal Period violations for this Pay Period, but only one California Meal Period Penalty was paid for this Pay Period. (Please see **Exhibit A**).

- Evans would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or guests at all times. Evans has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Evans failed to pay Meal Period Premiums at the proper rate, as Evans fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- Evans required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Evans would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.
- Evans illegally retained control over its employees during Meal Periods. For example, Evans required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

#### **Failure to Provide Compliant Rest Periods**

- Evans failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 5, and/or any other applicable wage orders. For example, Evans does not possess a legal Rest Period policy, as its Rest Period policy lacks required language

under California law. Evans makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Evans would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and/or guests at all times. Evans has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Evans would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Evans required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Evans would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Plaintiff was required to respond to supervisors and/or guests during Rest Periods.
- Finally, Evans illegally retained control over its employees during Rest Periods. For example, Evans required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

#### **Wage Statement Violations**

- Evans violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Plaintiff and other employees were not compensated for all hours worked (due in part to Evans’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Evans violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Evans (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Evans would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Evans violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Evans does not explain how its system describes “time worked” on the Wage Statement itself. As an example, for the pay period beginning May 5, 2024, Evans states that it paid Plaintiff “25.71” total hours of Regular Pay. (Please see **Exhibit B**). As such,

Plaintiff cannot “readily ascertain” what these figures mean. This is because Evans is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.71”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Evans failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

#### **Failure to Provide Compliant Expense Reimbursement Payments**

- Evans failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Plaintiff and other non-exempt employees, including expenses for cell-phone costs and mileage.

#### **Willful Failure to Provide All Compensation to Ex-Employees**

- Evans failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Evans failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

#### **Failure to Provide Compensation for Gratuities Earned**

- Evans failed to ensure that its nonexempt employees fully received the gratuities left for the nonexempt employees by Evans’s patrons, in that Evans and its agents would collect and/or take a portion of the gratuities for themselves. For example, Evans and its agents would often use an illegal “tip pool” to illegally with-hold tips from the nonexempt employees, in violation of Labor Code section 351. Evans also fails to keep accurate records of all gratuities received, in violation of Labor Code section 353.

#### **Failure to Provide Lactation Breaks and Accommodations**

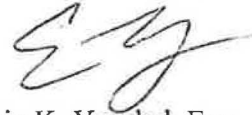
- Finally, Evans failed to fully provide Plaintiff with “a reasonable amount of break time” to express breast milk for her infant child in violation of Labor Code section 1030. On the rare occasions Plaintiff was provided a lactation break, Plaintiff was not provided sanitary and/or private accommodations in violation of Labor code section 1031. Pursuant to Labor Code Section 1033, the denial of a break or adequate space

to express breast milk may result in the recovery of one hour of pay at the employee's regular rate of pay for each violation under Labor Code section 226.7.

To confirm, Evans is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'EY', written over a horizontal line.

Eric K. Yaeckel, Esq.

*Via Certified U.S. Mail*

**JULIA I. DE BEERS**

*Agent for service of process for*  
EVANS HOTELS, LLC  
998 West Mission Bay Drive  
San Diego, CA 91209

**ANDREW PULS**

*Agent for service of process for*  
THE LODGE AT TORREY PINES PARTNERSHIP, L.P.  
998 West Mission Bay Drive  
San Diego, CA 91209

# Exhibit A

# Time Detail Report

Date Range (01/01/2023 - 12/31/2024)  
Freeze Time (08/15/2024 13:12:33)  
Generated (08/16/2024 13:53:53)

|                             |             |                           |                           |                                                         |  |          |      |       |                        |                     |
|-----------------------------|-------------|---------------------------|---------------------------|---------------------------------------------------------|--|----------|------|-------|------------------------|---------------------|
| Fri (06/28)                 | Fixed (CMT) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 1.00 | 8.25  | 0J210A116 (06/28/2024) | MRamos (06/28/2024) |
| Sat (06/29)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$169.34 | 0.00 |       | 0J210A116 (06/29/2024) | MRamos (06/29/2024) |
| Sat (06/29)                 |             | ID-2024-06-29 3:30:00 PM  | OL-2024-06-29 4:22:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 0.87 |       | 0J210A116 (06/29/2024) | MRamos (06/29/2024) |
| Sat (06/29)                 |             | IL-2024-06-29 4:54:00 PM  | OD-2024-06-29 10:55:00 PM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 6.03 | 6.90  | 0J210A116 (06/29/2024) | MRamos (06/29/2024) |
| Total Units/Hours For Week: |             |                           |                           |                                                         |  |          | 0.00 | 31.15 |                        |                     |
| Sun (06/30)                 |             | ID-2024-06-30 3:30:00 PM  | OL-2024-06-30 4:18:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 0.97 |       | 0J210A116 (06/30/2024) | MRamos (06/30/2024) |
| Sun (06/30)                 |             | IL-2024-06-30 4:58:00 PM  | OD-2024-06-30 10:30:00 PM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 5.53 | 6.50  | 0J210A116 (06/30/2024) | MRamos (06/30/2024) |
| Mon (07/01)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/01/2024) | MRamos (07/01/2024) |
| Tue (07/02)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/02/2024) | MRamos (07/02/2024) |
| Wed (07/03)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/03/2024) | MRamos (07/03/2024) |
| Thu (07/04)                 |             | ID-2024-07-04 8:10:00 AM  | OL-2024-07-04 2:24:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 6.17 | 6.47  | 0J210A116 (07/04/2024) | MRamos (07/04/2024) |
| Fri (07/05)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/05/2024) | MRamos (07/05/2024) |
| Sat (07/06)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$261.63 | 0.00 |       | 0J210A116 (07/06/2024) | MRamos (07/06/2024) |
| Sat (07/06)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$261.63 | 0.00 |       | 0J210A116 (07/06/2024) | MRamos (07/06/2024) |
| Total Units/Hours For Week: |             |                           |                           |                                                         |  |          | 0.00 | 12.97 |                        |                     |
| Sun (07/07)                 |             | ID-2024-07-07 7:59:00 AM  | OL-2024-07-07 4:30:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 1.03 |       | 0J210A116 (07/07/2024) | MRamos (07/07/2024) |
| Sun (07/07)                 |             | IL-2024-07-07 5:02:00 PM  | OD-2024-07-07 10:23:00 PM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 5.83 | 6.86  | 0J210A116 (07/07/2024) | MRamos (07/07/2024) |
| Mon (07/08)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/08/2024) | MRamos (07/08/2024) |
| Tue (07/09)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/09/2024) | MRamos (07/09/2024) |
| Wed (07/10)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/10/2024) | MRamos (07/10/2024) |
| Thu (07/11)                 |             | ID-2024-07-11 8:47:00 AM  | OL-2024-07-11 2:50:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 6.68 |       | 0J210A116 (07/11/2024) | MRamos (07/11/2024) |
| Fri (07/12)                 | Fixed (CMT) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 1.39 | 7.58  | 0J210A116 (07/12/2024) | MRamos (07/12/2024) |
| Fri (07/12)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/12/2024) | MRamos (07/12/2024) |
| Sat (07/13)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$500.07 | 0.00 | 0.00  | 0J210A116 (07/13/2024) | MRamos (07/13/2024) |
| Total Units/Hours For Week: |             |                           |                           |                                                         |  |          | 1.00 | 14.51 |                        |                     |
| Sun (07/14)                 |             | ID-2024-07-14 7:59:00 AM  | OL-2024-07-14 4:30:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 1.03 |       | 0J210A116 (07/14/2024) | MRamos (07/14/2024) |
| Sun (07/14)                 |             | IL-2024-07-14 5:02:00 PM  | OD-2024-07-14 10:23:00 PM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 5.83 | 6.86  | 0J210A116 (07/14/2024) | MRamos (07/14/2024) |
| Mon (07/15)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/15/2024) | MRamos (07/15/2024) |
| Tue (07/16)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/16/2024) | MRamos (07/16/2024) |
| Wed (07/17)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/17/2024) | MRamos (07/17/2024) |
| Thu (07/18)                 |             | ID-2024-07-18 8:47:00 AM  | OL-2024-07-18 2:50:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 6.68 | 6.82  | 0J210A116 (07/18/2024) | MRamos (07/18/2024) |
| Fri (07/19)                 |             | ID-2024-07-19 8:41:00 AM  | OL-2024-07-19 3:09:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 6.47 |       | 0J210A116 (07/19/2024) | MRamos (07/19/2024) |
| Sat (07/20)                 | Fixed (CMT) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 1.00 | 7.47  | 0J210A116 (07/20/2024) | MRamos (07/20/2024) |
| Sat (07/20)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 0.00 |       | 0J210A116 (07/20/2024) | MRamos (07/20/2024) |
| Sat (07/20)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$261.63 | 0.00 |       | 0J210A116 (07/20/2024) | MRamos (07/20/2024) |
| Total Units/Hours For Week: |             |                           |                           |                                                         |  |          | 0.00 | 20.45 |                        |                     |
| Sun (07/21)                 |             | ID-2024-07-21 7:41:00 PM  | OL-2024-07-21 4:43:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 0.98 |       | 0J210A116 (07/21/2024) | MRamos (07/21/2024) |
| Sun (07/21)                 |             | IL-2024-07-21 5:05:00 PM  | OD-2024-07-21 10:00:00 PM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 4.75 | 5.73  | 0J210A116 (07/21/2024) | MRamos (07/21/2024) |
| Mon (07/22)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/22/2024) | MRamos (07/22/2024) |
| Tue (07/23)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/23/2024) | MRamos (07/23/2024) |
| Wed (07/24)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/24/2024) | MRamos (07/24/2024) |
| Thu (07/25)                 |             | ID-2024-07-25 8:52:00 AM  | OL-2024-07-25 11:20:00 AM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 2.17 |       | 0J210A116 (07/25/2024) | MRamos (07/25/2024) |
| Thu (07/25)                 |             | IL-2024-07-25 11:40:00 AM | OD-2024-07-25 2:27:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 2.76 | 5.25  | 0J210A116 (07/25/2024) | MRamos (07/25/2024) |
| Fri (07/26)                 |             | ID-2024-07-26 8:36:00 AM  | OL-2024-07-26 11:05:00 AM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 2.45 |       | 0J210A116 (07/26/2024) | MRamos (07/26/2024) |
| Fri (07/26)                 |             | IL-2024-07-26 11:36:00 AM | OD-2024-07-26 2:53:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 2.28 | 4.76  | 0J210A116 (07/26/2024) | MRamos (07/26/2024) |
| Sat (07/27)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$51.94  | 0.00 |       | 0J210A116 (07/27/2024) | MRamos (07/27/2024) |
| Sat (07/27)                 | Fixed (NTP) | n/a                       | n/a                       | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  | \$20.30  | 0.00 | 0.00  | 0J210A116 (07/27/2024) | MRamos (07/27/2024) |
| Total Units/Hours For Week: |             |                           |                           |                                                         |  |          | 0.00 | 16.76 |                        |                     |
| Sun (07/28)                 |             | ID-2024-07-28 7:46:00 PM  | OL-2024-07-28 4:26:00 PM  | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 1.00 |       | 0J210A116 (07/28/2024) | MRamos (07/28/2024) |
| Sun (07/28)                 |             | IL-2024-07-28 4:58:00 PM  | OD-2024-07-28 10:34:00 PM | (L49)-Food Server-The Lodge at Torrey Pines-426 - Lodge |  |          | 5.60 | 6.60  | 0J210A116 (07/28/2024) | MRamos (07/28/2024) |
| Mon (07/29)                 |             | -                         | -                         |                                                         |  |          |      |       | 0J210A116 (07/29/2024) | MRamos (07/29/2024) |

# Earnings Statement

MILTON, ANNA

Pay Date: 07/19/2024 Company: OJZ10 - EVANS HOTELS LLC Emp #: A116  
 Period Start: 06/30/2024 998 W MISSION BAY DR Dept: L49 - LTP Rest 1 - A.R. Valentien  
 Period End: 07/13/2024 SAN DIEGO CA 92109 (858) 539-7735 Pay Basis: Hourly

|                                                 | Rate  | Hours / Units | Current Period | Year To Date    |                         |
|-------------------------------------------------|-------|---------------|----------------|-----------------|-------------------------|
| <b>Earnings</b>                                 |       |               |                |                 |                         |
| Home Rate                                       | 16.85 | 26.51         | 446.69         | 8381.79         |                         |
| Sick                                            | 16.85 | 0.00          | 0.00           | 834.59          |                         |
| Vacation                                        | 16.85 | 0.00          | 0.00           | 134.80          |                         |
| Cafeteria Meal Value                            |       |               | 0.00           | 29.70           |                         |
| California Meal Premium                         | 16.85 | 1.00          | 16.85          | 285.80          |                         |
| Credit/Debit Card Tips                          |       |               | 855.70         | 14146.75        |                         |
| Holiday Worked                                  | 8.43  | 6.47          | 54.51          | 155.78          |                         |
| Pooled Tips                                     |       |               | 25.00          | 25.00           |                         |
| Restaurant Service Charges                      |       |               | 228.80         | 1722.05         |                         |
| Weighted Overtime                               | 25.71 | 0.00          | 0.00           | 11.05           |                         |
| Cafeteria Meal Value                            |       |               | 21.40          | 236.50          | In/Out                  |
| <b>Gross</b>                                    |       | <b>33.98</b>  | <b>1648.95</b> | <b>25963.81</b> |                         |
| <b>W/H Taxes</b>                                |       |               |                |                 |                         |
| Federal W/H(H)                                  |       |               | 0.00           | 332.11          |                         |
| Medicare                                        |       |               | 23.60          | 362.71          |                         |
| Social Security                                 |       |               | 100.91         | 1550.91         |                         |
| California State W/H(H/O)                       |       |               | 16.12          | 243.25          |                         |
| CaliforniaSDI Tax                               |       |               | 18.14          | 278.09          |                         |
| <b>Deductions</b>                               |       |               |                |                 |                         |
| 401K %                                          |       |               | 81.38          | 1077.66         |                         |
| Cafeteria Meal Value                            |       |               | 0.00           | 29.70           |                         |
| DENTAL DPPO                                     |       |               | 0.00           | 37.56           |                         |
| MED Sharp Performance HMO                       |       |               | 0.00           | 645.36          |                         |
| <b>Net Pay</b>                                  |       |               | <b>1387.40</b> | <b>21169.96</b> | Voucher No. 578339554DD |
| <b>Net Pay Distribution</b>                     |       |               |                |                 |                         |
| Direct Deposit Net Check                        |       |               | 1387.40        | 21169.96        | A/C:4149                |
| <b>Employee Benefits, Allowances, and Other</b> |       |               |                |                 |                         |
| 401K % - Match                                  |       |               | 16.28          | 257.27          | *Company Match          |
| Sick Hours                                      |       |               | 0.00           | 40.00           | 40.00 0.00              |
| Vacation Hours                                  |       |               | 0.71           | 39.58           | 8.00 31.58              |

# Exhibit B

# Earnings Statement

MILTON, ANNA

Pay Date: 05/24/2024  
Period Start: 05/05/2024  
Period End: 05/18/2024

Company: 0JZ10 - EVANS HOTELS LLC  
998 W MISSION BAY DR  
SAN DIEGO CA 92109 (858) 539-7735

Emp #: A116  
Dept: L49 - LTP Rest 1 - A.R. Valentien  
Pay Basis: Hourly

|                                                 | Rate  | Hours / Units | Current Period        | Year To Date        |                            |
|-------------------------------------------------|-------|---------------|-----------------------|---------------------|----------------------------|
| <b>Earnings</b>                                 |       |               |                       |                     |                            |
| Home Rate                                       | 16.85 | 25.71         | 433.21                | 6209.65             |                            |
| Sick                                            | 31.51 | 8.00          | 252.05                | 564.99              |                            |
| Cafeteria Meal Value                            |       |               | 0.00                  | 29.70               |                            |
| California Meal Premium                         | 16.85 | 1.00          | 16.85                 | 168.69              |                            |
| California Meal Premium                         | 31.51 | 1.00          | 31.51                 | 0.00                |                            |
| Credit/Debit Card Tips                          |       |               | 342.09                | 10545.99            |                            |
| Holiday Worked                                  | 8.43  | 0.00          | 0.00                  | 101.27              |                            |
| Restaurant Service Charges                      |       |               | 198.00                | 856.20              |                            |
| Weighted Overtime                               | 25.71 | 0.00          | 0.00                  | 11.05               |                            |
| Cafeteria Meal Value                            |       |               | 16.05                 | 145.55              | In/Out                     |
| <b>Gross</b>                                    |       | <b>35.71</b>  | <b>1289.76</b>        | <b>18633.09</b>     |                            |
| <b>W/H Taxes</b>                                |       |               |                       |                     |                            |
| Federal W/H(H)                                  |       |               | 0.00                  | 229.16              |                            |
| Medicare                                        |       |               | 18.47                 | 257.74              |                            |
| Social Security                                 |       |               | 78.97                 | 1102.05             |                            |
| California State W/H(H/0)                       |       |               | 0.00                  | 174.10              |                            |
| CaliforniaSDI Tax                               |       |               | 14.19                 | 197.45              |                            |
| <b>Deductions</b>                               |       |               |                       |                     |                            |
| 401K %                                          |       |               | 50.95                 | 739.51              |                            |
| Cafeteria Meal Value                            |       |               | 0.00                  | 29.70               |                            |
| DENTAL DPPO                                     |       |               | 0.00                  | 37.56               |                            |
| MED Sharp Performance HMO                       |       |               | 0.00                  | 645.36              |                            |
| <b>Net Pay</b>                                  |       |               | <b>1111.13</b>        | <b>15074.91</b>     | Voucher No. 563924700DD    |
| <b>Net Pay Distribution</b>                     |       |               |                       |                     |                            |
| Direct Deposit Net Check                        |       |               | 1111.13               | 15074.91            | A/C:4149                   |
| <b>Employee Benefits, Allowances, and Other</b> |       |               |                       |                     |                            |
|                                                 |       |               | <b>Current Period</b> | <b>Year To Date</b> | <b>YTD Taken Available</b> |
| 401K % - Match                                  |       |               | 12.74                 | 184.87              | *Company Match             |
| Sick Hours                                      |       |               | 0.00                  | 40.00               | 24.00 16.00                |
| Vacation Hours                                  |       |               | 0.91                  | 35.46               | 0.00 35.46                 |